

***Bonnet Creek Resort Community  
Development District***

***Agenda***

***November 4, 2021***

# AGENDA

# ***Bonnet Creek Resort***

## ***Community Development District***

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219 East Livingston Street, Orlando, FL 32801

Phone: 407-841-5524 – Fax: 407-839-1526

October 28, 2021

Board of Supervisors  
**Bonnet Creek Resort**  
Community Development District

Dear Board Members:

The Board of Supervisors of the Bonnet Creek Resort Community Development District will meet **Thursday, November 4, 2021 at 2:00 p.m. at the Wyndham Bonnet Creek Resort, 9560 Via Encinas, Orlando, Florida 32830.** Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comment Period
- III. Approval of Minutes of the October 7, 2021 Meeting
- IV. Consideration of Resolution 2022-01 Budget Amendment
- V. Consideration of Agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for Fiscal Year 2021
- VI. Ratification of Agreement for Paving Services with Middlesex Paving, LLC
- VII. Ratification of Pay Application No. 7
- VIII. Staff Reports
  - A. Attorney
    - i. Memo on Stormwater Management Analysis
  - B. Engineer
    - i. Update on Entry Monumentation Construction
    - ii. Update on Irrigation Pump Station Replacement
    - iii. Status of Permitting for Offsite Wayfinding Signage
  - C. District Manager's Report
    - i. Consideration of Check Register
    - ii. Balance Sheet and Income Statement
    - iii. Field Manager's Report
      - 1. Consideration of Proposal for Gazebo Area Landscape Enhancements
- II. Supervisor's Requests
- III. Other Business
- IV. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the approval of the minutes of the October 7, 2021 Board of Supervisors meeting. The minutes are enclosed for your review.

The fourth order of business is consideration of resolution 2022-01 budget amendment. A copy of the resolution is enclosed for your review.

The fifth order of business is consideration of agreement with Berger, Toombs, Elam, Gaines & Frank to provide auditing services for Fiscal year 2021. A copy of the agreement is enclosed for your review.

The sixth order of business is ratification of agreement for paving services with Middlesex Paving, LLC. A copy of the agreement will be is enclosed for your review.

The seventh order of business is Ratification of Pay Application #7 with Don Bell Signs, LLC. A copy of the pay application is enclosed for your review.

The eighth order of business is Staff Reports. Section B is the Engineer's report. Section C is the District Manager's Report. Section 1 includes the check registers with invoices for approval. Section 2 includes the balance sheet and income statement for your review. Section 3 is the Field Manager's Report. A copy of the report is enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,



George S. Flint  
District Manager

Cc: Jan Carpenter, District Counsel  
John Florio, District Engineer  
Darrin Mossing, GMS

# MINUTES

MINUTES OF MEETING  
BONNET CREEK RESORT  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Bonnet Creek Resort Community Development District was held Thursday, October 7, 2021 at 2:00 p.m. at the Signia by Hilton Bonnet Creek, 14100 Bonnet Creek Resort Lane, Orlando, Florida

Present and constituting a quorum were:

Bob Gaul	Chairman
Randall Greene	Vice Chairman
Fred Sawyers	Secretary
Herb Von Kluge	Assistant Secretary

Also Present were:

George Flint	District Manager
Kristen Trucco	District Counsel
Jim Nugent	District Engineer by telephone
Clayton Smith	Field Manager

*The following is a summary of the discussions and actions taken at the October 7, 2021 meeting. An audio copy of the proceedings can be obtained by contacting the District Manager.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Flint called the meeting to order and called the roll.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the September 7, 2021 Meeting**

On MOTION by Mr. Gaul, seconded by Mr. Von Kluge, with all in favor, the minutes of the September 7, 2021 meeting, were approved as presented.

**FOURTH ORDER OF BUSINESS**

**Consideration of Proposals for Offsite Wayfinding Signage**

- A. Traffic Control Products of Florida, Inc.**
- B. Don Bell Signs, LLC**
- C. Traffic Control Devices, LLC**

Mr. Smith presented the proposals received and stated they had to be bid based on a specific scope and diagrams that Disney uses to put their signs in and that is why they came in at \$12,000 and \$15,000 per sign. The MOT costs may be subject to change depending on the specific requirements of RCID. Two of these vendors were recommended by RCID and we also asked Don Bell Signs to propose.

On MOTION by Mr. Gaul, seconded by Mr. Greene, with all in favor, the proposal from Traffic Control Devices, LLC in an amount not to exceed \$103,500.00, was approved.

**FIFTH ORDER OF BUSINESS**

**Consideration of Proposal for Crosby Island Marsh Prescribed Burn**

Mr. Smith stated our permit requires that we do a prescribed burn at Crosby Island Marsh and we met onsite with the biologist, the contractor and everybody involved to go through it in more detail. The upland area at Crosby Island has to have a certain amount of tree canopy coverage and at this time it is over the amount that it should be and every two to five years it needs to be cleaned out. The first step is going to be thinning of the canopy then preparing for the burning, which is digging trenches, getting everything ready to go so it is safe to burn. Part of that is getting the permits and letting the residents know we are intending to do a burn in that community. I recommend we approve all of them; the first one will get done immediately, the burning will wait until it is the correct time to do it and if things go well, we can probably do it in November.

On MOTION by Mr. Sawyers seconded by Mr. Greene with all in favor the proposal for Crosby Island marsh prescribed burn from Allen E. Smith Ranch & Farming in the amount of \$10,100 for preparation and \$4,000 for the prescribed burn was approved.

**SIXTH ORDER OF BUSINESS****Consideration of Change Order #5 with Canin Associates for Additional Site Observation Services**

Mr. Flint stated as a result of issues that have transpired through the construction and development of the monument, the timeframe for construction has been extended, which has resulted in additional site visits by Canin and they have submitted change order #5 for those additional visits.

On MOTION by Mr. Gaul, seconded by Mr. Sawyers, with all in favor, change order no. 5 with Canin Associates, Inc. in the amount of \$1,000, was approved.

**SEVENTH ORDER OF BUSINESS****Ratification of Pay Application #6 with Don Bell Signs, LLC**

Mr. Flint stated pay application no. 6 with Don Bell Signs is included in the agenda packet and reviewed and signed off by your district engineer. Because it was signed off by the engineer and it is part of their contract, we processed the pay application and we are asking the board to ratify the payment.

On MOTION by Mr. Gaul, seconded by Mr. Greene, with all in favor, pay application no. 6 from Don Bell Signs, LLC in the amount of \$59,582.70, was ratified.

**EIGHTH ORDER OF BUSINESS****Staff Reports****A. Attorney**

There being none, the next item followed.

**B. Engineer****i. Update on Entry Monument Construction**

Mr. Nugent stated the metalwork for some of the coatings will be ready for pickup tomorrow, that includes the large wall sign letters and median metal sign box will get a different



color of letters and let arriving guests know they have arrived at Bonnet Creek Resorts. The outstanding metalwork to be done is the color application on the spire, that material is due to the coating contractor tomorrow and will be done the following Wednesday. All the electric has been done for the signs, conduits have been run for the ground lights, irrigation was in process along with the landscaping install.

We received notice from Reedy Creek yesterday to suspend work, they require an additional right-of-way permit to cover that installation. They have interpreted that the first right-of-way application dealt solely with the maintenance of traffic plan to start the construction and didn't cover the landscaping and irrigation. We will continue to coordinate with them and get with Canin on whatever plan updates need to be done so we can keep the landscaping moving.

Mr. Flint stated depending on how long this goes on with RCID, I have asked that Jim get with Canin and the contractors and if we can get everything else installed, get the irrigation in and operational and if we have an area in the easement area that is not completed, at least everything on our property will be completed, the sign will be done while we are hashing out the easement area. Unfortunately, the easement area comprises a substantial portion of the landscape area.

Mr. Sawyers stated October 21<sup>st</sup> we have a major group coming in that is going to have lots of bus arrivals and bus movement for the period from the 21<sup>st</sup> through the 28<sup>th</sup>. The idea of trying to get the roadways as clear as possible whether it is our MOT finished in front of the Signia construction down at the end of Chelonia makes a lot of sense. We will have upwards of 75 buses coming through and there will be heavy duty traffic on the roadways there.

The other concern I have on an ongoing basis is with our traffic that goes after taking a left from our street onto Chelonia you are down to one-lane on the right-hand side in front of the Wyndham Bonnet Creek and that has already been patched over and over and it is not that great. It is going to be pretty much one-lane for the next two years and I don't think it is going to hold up too well and we might need to think about a resurface of that in coordination with the construction that is going on.

Mr. Smith stated I had a similar concern and have only gotten one proposal and it was about \$25,000 to do from the one entrance at the Wyndham Grand to the main entrance to the

side entrance. Maybe I can get with your contractor to do the one lane and that could be our best bet right now.

Mr. Flint stated we will continue that discussion on the roadway and keep communicating on that issue.

**ii. Update on Irrigation Pump Station Replacement**

Mr. Nugent stated the backup well pump control panel installation is complete. Jim Boyd is working with Watertronics on getting programming finalized and the final testing completed, which should be completed late October or early November.

**iii. Status of Permitting for Offsite Wayfinding Signage**

Mr. Nugent stated I made a couple attempts to stake the signs so I can provide the stakeout locations to RCID. I have the new exhibits completed and intended to go out this week but other issues related to the signs have come up.

**MOT for Hilton Expansion**

Mr. Nugent stated the interim condition on the Hilton expansion is still in place right now with the orange barrels. The median cut through has been completed and based on discussions with that contractor it looks like the long-term MOT implementation will be starting next week or the week after. The barrels will come down then the tubular markers will be put in place.

**C. Manager**

**i. Consideration of Check Register**

On MOTION by Mr. Greene, seconded by Mr. Sawyers, with all in favor, the check register, was approved.

**ii. Balance Sheet and Income Statement**

A copy of the balance sheet and income statement were included in the agenda package.

**iii. Field Manager's Report**

Mr. Smith gave an overview of the field management report, copy of which was included in the agenda package and stated we had discussed solar panels that will be behind the sign if we

are unable to get a normal pedestal and power. This is the proposed solar panel setup and if the answer is yes, we will look at the cost.

**NINTH ORDER OF BUSINESS**

**Supervisor's Requests**

There being none, the next item followed.

**TENTH ORDER OF BUSINESS**

**Other Business**

There being none,

On MOTION by Mr. Gaul, seconded by Mr. Greene, with all in favor, the meeting adjourned at 2:48 p.m.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV

**RESOLUTION 2022-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE BONNET CREEK RESORT COMMUNITY  
DEVELOPMENT DISTRICT APPROVING AN  
AMENDMENT TO THE GENERAL FUND BUDGET FOR  
FISCAL YEAR 2021 AND PROVIDING FOR AN  
EFFECTIVE DATE.**

**WHEREAS**, pursuant to Resolution 2020-07 the Bonnet Creek Resort Community Development District Board of Supervisors (the "Board") adopted a General Fund Budget for Fiscal Year 2021; and

**WHEREAS**, the Board desires to amend the budgeted revenues and expenditures approved for Fiscal Year 2021.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD  
OF SUPERVISORS OF THE BONNET CREEK RESORT  
COMMUNITY DEVELOPMENT DISTRICT:**

1. The General Fund Budget for Fiscal Year 2021 is hereby amended and restated as set forth on the Fiscal Year 2021 Budget attached hereto as **"Exhibit A"**.
2. This Resolution shall take effect immediately upon adoption and be reflected in the monthly and Fiscal Year End 9/30/2021 Financial Statements and Audit Report of the District.

**PASSED AND ADOPTED THIS 4<sup>th</sup> DAY OF NOVEMBER, 2021.**

ATTEST:

**BOARD OF SUPERVISORS OF  
THE BONNET CREEK RESORT  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

Its: \_\_\_\_\_

***Bonnet Creek Resort***  
***Community Development District***

***Proposed Amended Budget***  
***FY 2021***

**GMS**

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1-2	<u>General Fund</u>
3	<u>Capital Projects Fund</u>

**Bonnet Creek Resort**  
**Community Development District**  
**Proposed Amended Budget**  
**General Fund**

	Adopted Budget FY2021	Increase / (Decrease)	Proposed Amended Budget FY2021	Actuals Thru 9/30/21
<b>Revenues</b>				
Maintenance Assessments - Off Roll	\$ 858,876	\$ -	\$ 858,876	\$ 858,877
Interest Income	\$ 150	\$ 50	\$ 200	\$ 219
Reuse Water Fees - Wyndham	\$ 8,000	\$ 2,000	\$ 10,000	\$ 10,724
Reuse Water Fees - Golf Course	\$ 27,000	\$ -	\$ 27,000	\$ 26,021
Reuse Water Fees - Signia by Hilton	\$ 4,000	\$ 500	\$ 4,500	\$ 4,916
Reuse Water Fees - Marriott	\$ 1,000	\$ 1,000	\$ 2,000	\$ 2,155
Carry Forward Surplus	\$ 99,045	\$ 163,237	\$ 262,282	\$ 523,236
<b>Total Revenues</b>	<b>\$ 998,071</b>	<b>\$ 166,787</b>	<b>\$ 1,164,858</b>	<b>\$ 1,426,148</b>

**Expenditures**

General & Administrative

Supervisor Fees	\$ 6,000	\$ 3,000	\$ 9,000	\$ 8,000
Engineering Fees	\$ 20,000	\$ 5,000	\$ 25,000	\$ 23,155
Trustee Fees	\$ 6,000	\$ -	\$ 6,000	\$ 5,388
Legal Services	\$ 20,000	\$ -	\$ 20,000	\$ 17,051
Assessment Roll Services	\$ 3,000	\$ -	\$ 3,000	\$ 3,000
Auditing Services	\$ 3,100	\$ -	\$ 3,100	\$ 3,100
Arbitrage Rebate Calculation	\$ 450	\$ -	\$ 450	\$ 450
District Management Fees	\$ 32,914	\$ -	\$ 32,914	\$ 32,914
Information Technology	\$ 800	\$ -	\$ 800	\$ 800
Website Maintenance	\$ 400	\$ -	\$ 400	\$ 458
Insurance - Professional Liability	\$ 7,223	\$ -	\$ 7,223	\$ 6,894
Telephone	\$ 100	\$ -	\$ 100	\$ -
Legal Advertising	\$ 2,100	\$ -	\$ 2,100	\$ 1,748
Postage	\$ 1,900	\$ -	\$ 1,900	\$ 1,076
Printing & Binding	\$ 1,200	\$ -	\$ 1,200	\$ 681
Office Supplies	\$ 300	\$ -	\$ 300	\$ 148
Bank Fees	\$ 150	\$ 2,350	\$ 2,500	\$ 2,095
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ 175	\$ 175
Contingency	\$ -	\$ -	\$ -	\$ 391
<b>Total Administrative:</b>	<b>\$ 105,812</b>	<b>\$ 10,350</b>	<b>\$ 116,162</b>	<b>\$ 107,521</b>



**Bonnet Creek Resort**  
**Community Development District**  
**Proposed Amended Budget**  
**General Fund**

	Adopted Budget FY2021	Increase / (Decrease)	Proposed Amended Budget FY2021	Actuals Thru 9/30/21
<b><u>Operations &amp; Maintenance</u></b>				
Field Management	\$ 56,976	\$ -	\$ 56,976	\$ 56,976
<b><u>Utility Services</u></b>				
Utility Services	\$ 14,000	\$ -	\$ 14,000	\$ 13,050
Street Lights - Usage	\$ 3,900	\$ -	\$ 3,900	\$ 3,188
Street Lights - Lease & Maintenance Agreement	\$ 66,000	\$ -	\$ 66,000	\$ 64,368
Water Service - Reuse Water	\$ 43,000	\$ -	\$ 43,000	\$ 30,953
SFWM Water Use Compliance Report	\$ 5,000	\$ -	\$ 5,000	\$ -
<b><u>Stormwater Control - Bonnet Creek Resort</u></b>				
Occ/Dep Quarterly Well Monitoring Report	\$ 1,500	\$ -	\$ 1,500	\$ 1,810
Wetland & Upland Monitoring Services - (Bda)	\$ 3,000	\$ -	\$ 3,000	\$ 36
Pond & Embankment Aquatic Treatment - (Awc)	\$ 15,396	\$ -	\$ 15,396	\$ 15,246
Irrigation Pond Treatment - Solitude	\$ 2,737	\$ -	\$ 2,737	\$ 2,718
Nuisance/Exotic Species Maintenance - (Awc)	\$ 11,000	\$ -	\$ 11,000	\$ -
<b><u>Stormwater Control - Crosby Island Marsh</u></b>				
Nuisance/Exotic Species Maintenance - (Awc)	\$ 7,500	\$ -	\$ 7,500	\$ 7,500
Nuisance/Exotic Species Maintenance - (Bda)	\$ 4,500	\$ -	\$ 4,500	\$ 2,702
Embankment Mowing - (A. E. Smith)	\$ 6,000	\$ -	\$ 6,000	\$ 2,550
<b><u>Other Physical Environment</u></b>				
Property Insurance	\$ 6,463	\$ -	\$ 6,463	\$ 6,463
Entry, Fence, Walls & Gates Maintenance	\$ 24,500	\$ (14,500)	\$ 10,000	\$ 862
Pump Station Maintenance	\$ 2,500	\$ -	\$ 2,500	\$ 2,617
Pump Station Repairs	\$ 7,500	\$ -	\$ 7,500	\$ -
Landscape & Irrigation Maintenance	\$ 198,074	\$ -	\$ 198,074	\$ 198,000
Irrigation Repairs	\$ 3,500	\$ -	\$ 3,500	\$ 2,749
Landscape Replacement	\$ 19,500	\$ (4,500)	\$ 15,000	\$ 10,128
Lift Station Maintenance	\$ 2,500	\$ -	\$ 2,500	\$ 1,250
<b><u>Road &amp; Street Facilities</u></b>				
Roadway Repair & Maintenance	\$ 13,000	\$ -	\$ 13,000	\$ 9,110
Highway Directional Signage - (R&M)	\$ 10,000	\$ (5,000)	\$ 5,000	\$ 706
Roadway Directory Signage - (R&M)	\$ 5,500	\$ -	\$ 5,500	\$ -
Sidewalk/Curb Cleaning	\$ 12,000	\$ -	\$ 12,000	\$ 12,000
Contingency	\$ 20,000	\$ -	\$ 20,000	\$ 2,738
<b>Total Operations &amp; Maintenance:</b>	<b>\$ 565,546</b>	<b>\$ (24,000)</b>	<b>\$ 541,546</b>	<b>\$ 447,720</b>
<b>Total Expenditures</b>	<b>\$ 671,358</b>	<b>\$ (13,650)</b>	<b>\$ 657,708</b>	<b>\$ 555,241</b>
<b><u>Other Financing Sources/(Uses)</u></b>				
Transfer Out - Capital Reserve	\$ (326,713)	\$ (173,287)	\$ (500,000)	\$ (476,713)
Transfer Out - Debt Service	\$ -	\$ (7,150)	\$ (7,150)	\$ (7,150)
<b>Total Other Financing Sources (Uses)</b>	<b>\$ (326,713)</b>	<b>\$ (180,437)</b>	<b>\$ (507,150)</b>	<b>\$ (483,863)</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 0</b>	<b>\$ -</b>	<b>\$ 0</b>	<b>\$ 387,044</b>

**Bonnet Creek Resort**  
**Community Development District**  
**Proposed Amended Budget**  
**Capital Projects Fund**

Description	Adopted Budget FY2021	Increase / (Decrease)	Proposed Amended Budget FY2021	Actuals Thru 9/30/21
<b>Revenues</b>				
Transfer In - Capital Projects	\$ 326,713	\$ 173,287	\$ 500,000	\$ 476,713
Interest Income	\$ 50	\$ 950	\$ 1,000	\$ 1,127
Carry Forward Surplus	\$ 905,000	\$ 544,200	\$ 1,449,200	\$ 1,648,082
<b>Total Revenues</b>	<b>\$ 1,231,763</b>	<b>\$ 718,437</b>	<b>\$ 1,950,200</b>	<b>\$ 2,125,922</b>
<b>Expenditures</b>				
<b>General &amp; Administrative:</b>				
Sidewalk/Curb Repairs	\$ 15,000	\$ (15,000)	\$ -	\$ -
Irrigation Improvement	\$ -	\$ 1,250,000	\$ 1,250,000	\$ 1,135,259
Entry Monument	\$ 905,000	\$ (205,000)	\$ 700,000	\$ 657,654
Stacking Lane	\$ 311,763	\$ (311,763)	\$ -	\$ -
Contingency	\$ -	\$ 200	\$ 200	\$ 130
<b>Total Expenditures</b>	<b>\$ 1,231,763</b>	<b>\$ 718,437</b>	<b>\$ 1,950,200</b>	<b>\$ 1,793,043</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 332,879</b>

## SECTION V



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

September 10, 2021

Bonnet Creek Resort Community Development District  
Governmental Management Services  
219 E Livingston Street  
Orlando, FL 32801

## **The Objective and Scope of the Audit of the Financial Statements**

You have requested that we audit the financial statements of Bonnet Creek Resort Community Development District, which comprise governmental activities and each major fund as of and for the year ended September 30, 2021 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2021.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

## **The Responsibilities of the Auditor**

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division for CPA Firms  
Private Companies practice Section

Member FICPA



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- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.



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## **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
  - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;



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- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

- 1. That management has fulfilled its responsibilities as set out in the terms of this arrangement letter; and
- 2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

### **Reporting**

We will issue a written report upon completion of our audit of Bonnet Creek Resort Community Development District's financial statements. Our report will be addressed to the Board of Bonnet Creek Resort Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

### **Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the Bonnet Creek Resort Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with George Flint. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

### **Other Relevant Information**

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.



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### **Fees, Costs and Access to Workpapers**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2021 will not exceed \$3,100, unless the scope of the engagement is changed, the assistance which Bonnet Creek Resort Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by Bonnet Creek Resort Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Bonnet Creek Resort Community Development District, Bonnet Creek Resort Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.





Bonnet Creek Resort Community Development District  
September 10, 2021  
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### **Information Security – Miscellaneous Terms**

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Bonnet Creek Resort Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Bonnet Creek Resort Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Bonnet Creek Resort Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on Bonnet Creek Resort Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Bonnet Creek Resort Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Bonnet Creek Resort Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Bonnet Creek Resort Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants P.C.

Bonnet Creek Resort Community Development District  
September 10, 2021  
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Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam  
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK  
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

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Judson B. Baggett  
MBA, CPA, CVA, Partner  
Marci Reutimann  
CPA, Partner

6815 Dairy Road  
Zephyrhills, FL 33542  
(813) 788-2155  
(813) 782-8606

## Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL  
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [aicpa.org/prsummary](http://aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

*Baggett, Reutimann & Associates, CPAs, PA*  
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA  
Signed Electronically by Baggett, Reutimann & Associates, CPAs, PA, U.S. 18181 email [jrb@baggettandassociates.com](mailto:jrb@baggettandassociates.com)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,  
ELAM, GAINES AND FRANK AND BONNET CREEK COMMUNITY  
DEVELOPMENT DISTRICT  
(DATED SEPTEMBER 10, 2021)**

**Public Records.** Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**GMS-CF, LLC  
219 E LIVINGSTON STREET  
ORLANDO, FL 32801  
TELEPHONE: 407-841-5524  
EMAIL: DMOSSING@GMSNF.COM**

**Auditor: J.W. Gaines**

**By:**  \_\_\_\_\_

**Title: Director**

**Date: September 10, 2021**

**District: Bonnet Creek CDD**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## SECTION VI

## **AGREEMENT FOR PAVING SERVICES**

(Bonnet Creek Resort Community Development District and Middlesex Paving, LLC)

**THIS AGREEMENT FOR PAVING SERVICES** ("Agreement"), effective as of the 25<sup>th</sup> day of October, 2021 (the "Effective Date"), between the **BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the "District"), a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **MIDDLESEX PAVING, LLC**, a Florida limited liability company (hereinafter referred to as "Contractor"), whose principal address is 10801 Cosmonaut Boulevard, Orlando, Florida 32824.

### **WITNESSETH:**

Subject to and upon the terms and conditions of this Agreement and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

#### **1. DEFINITIONS.**

(a) **Agreement.** The Agreement consists of: (i) this Agreement for Paving Services; and (ii) the Contractor's Proposal No. PAV7189, dated October 14, 2021, attached hereto as Exhibit "A" (the "Proposal"). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14. In the event of any conflict between the terms herein and term(s) in the Proposal, the terms herein shall prevail.

(b) **Services.** The term "Services" as used in this Agreement shall be construed to include all activities and services set forth in the Proposal, and all obligations of Contractor under this Agreement, including any addenda or special conditions.

#### **2. SCOPE OF WORK.**

(a) A description of the nature, scope, location and schedule of the Services to be performed by Contractor under this Agreement shall be as described in the Proposal. The area to be included under this Agreement may be amended by the mutual consent of the District and the Contractor.

3. **COMMENCEMENT OF SERVICES AND TERM.** Contractor shall commence the Work on the Effective Date and shall perform same in accordance with the terms herein, including the Proposal. Pursuant to the Proposal, completion shall be by November 2021, and as determined by the sole reasonable satisfaction of the District which shall be evidenced by the District's payment to the Contractor.

4. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the District, which is Governmental Management Services – Central Florida, LLC, whose mailing address is 219 E. Livingston Street, Orlando, Florida, 32801, Attention: George Flint; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District, provided, however, that the District (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

5. COMPENSATION, PAYMENTS AND INSPECTION RIGHTS PRIOR TO FINAL PAYMENT.

(a) In accordance with the terms of the Proposal, the District agrees to pay the Contractor a total fee of \$33,600, after the Services are completed and have been inspected and approved by the District's authorized representative.

(b) Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District's sole discretion. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of District to perform the same.

(c) District retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2. Should this occur, a revised Scope of Services will be agreed upon in writing by both District and Contractor.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to District that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and



character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions, and (b) all other matters or things which could in any manner affect the performance of the Services.

(b) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement documents.

#### 7. EMPLOYEES: INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion, and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises. Contractor shall comply with all requirements of the E-Verify System as set forth in Article 18.

(b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the District.

#### 8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders. Contractor is responsible for obtaining all permits or other approvals required for the Services.

(b) Contractor hereby covenants and agrees to comply with all of the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its Services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or

requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

(c) The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY.

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District. In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.

(c) Contractor shall, prior to performing any of the Services, provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training. Contractor shall assure that all employees are licensed and/or have all applicable permits, necessary to perform the Services.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently Governmental Management

Services - Central Florida, LLC (the "Public Records Custodian"). Contractor shall, to the extent applicable by law:

(i) Keep and maintain public records required by District to perform services;

(ii) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;

(iii) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

(iv) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (407-841-5524), OR BY EMAIL AT GFLINT@GMSCFL.COM, OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTENTION: DISTRICT PUBLIC RECORDS CUSTODIAN.**

**11. INSURANCE.**

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$1,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees;

(ii) Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed hereunder;

(iii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of \$100,000 per occurrence; and

(iv) Employers liability, with a minimum coverage level of \$1,000,000.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. INDEMNIFICATION Contractor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's (or its agents, employees or subcontractors) breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or subcontractors, related to or in the performance of this Agreement.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY: MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

(b) All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Services are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Services, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

16. SUSPENSION OR TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any

provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such as manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

(a) Nothing contained in the Agreement shall create any contractual relationship between the District and any Subcontractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

(b) Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordinate of all Services furnished by the Contractor or its Subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

18. COMPLIANCE WITH E-VERIFY SYSTEM

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement

with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

19. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: Bonnet Creek Community Development District  
c/o Governmental Management Services – Central Florida,  
LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attention: George Flint, District Manager  
Telephone: (407) 841-5524

Copy to: Latham, Luna, Eden & Beaudine, LLP  
201 S. Orange Ave., Suite 1400  
Orlando, Florida 32801  
Attention: Jan Albanese Carpenter, District Counsel  
Telephone: (407) 481-5800

If to Contractor: Middlesex Paving, LLC  
10801 Cosmonaut Boulevard  
Orlando, Florida 32824  
Telephone: (407) 206-0077

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

20. ATTORNEYS' FEES. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to

final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Lee County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN ORANGE COUNTY, FLORIDA.**

22. SEVERABILITY. In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

23. NO WAIVER. No failure by either party to insist upon the strict performance of any covenant, duty, contract or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

24. NO MODIFICATION. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.

25. TIME IS OF THE ESSENCE. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.



27. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

**SIGNATURE PAGE TO  
AGREEMENT FOR PAVING SERVICES**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed  
affective as of the day and year first above written.

**DISTRICT:**

**BONNET CREEK RESORT  
COMMUNITY DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chairman/Vice-Chair, Board of Supervisors

**CONTRACTOR:**

**MIDDLESEX PAVING, LLC, a Florida  
limited liability company**

By: [Signature]  
Print: J. E. MEIER  
Title: Chief Estimator, Paving

**EXHIBIT "A"**

**PROPOSAL**

Middlesex Paving, LLC Proposal, dated October 14, 2021

*[Attached.]*

# PROPOSAL

## Middlesex Paving, LLC

10801 Cosmonaut Blvd.

Orlando, FL

Phone: (407) 206-0077

Fax: (407) 206-3559

Submitted To: GMS-Central Florida  
219 E. Livingston St.  
Orlando, FL 32801  
Phone: (407) 841-5524  
Fax: (407) 839-1526  
Attention: Clayton Smith

Job Name: BONNET CREEK ASPHALT REPAIRS  
Proposal No.: PAV7189  
TMC Estimator: Peter Fronczak

Proposal includes up to 1 Paving Mobilization(s).  
Proposal is based on Completion by Nov, 2021.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<b>Map A Location</b>				
Map A	MILLING @ 2"	236.00	SY	40.00	9,440.00
Map A	ASPHALT PAVING SP-12.5-C @ 2"	236.00	SY	60.00	14,160.00
	<b>Map B Location</b>				
Map B	MILLING @ 2"	80.00	SY	50.00	4,000.00
Map B	ASPHALT PAVING SP-12.5-C @ 2"	80.00	SY	75.00	6,000.00
<b>GRAND TOTAL</b>					<b>33,600.00</b>

### NOTES:

#### ACCEPTANCE OF PROPOSAL:

This proposal and pricing is accepted by the following signature with agreement to all notes and clarifications as stated herein.

Company Name: \_\_\_\_\_

Accepted By: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_  
Authorized Representative's Signature

Printed Name: \_\_\_\_\_

### MOBILIZATIONS

- \* If additional paving mobilizations are required exceeding those noted above then an added charge of \$3,500 will be required for each extra Mobilization.
- \* The Milling item(s) of work is based on all being performed at the same time in a single mobilization. If additional milling mobilizations are required then an additional \$4,000 will be charged for each extra.

### GENERAL NOTES

- \* THIS IS A UNIT PRICE PROPOSAL
- \* If work is not completed prior to completion date of contract, Middlesex may cancel this contract with a 10 day notice.
- \* This Proposal is based on quantities supplied by the contractor. The quantities in this proposal will be the MINIMUM quantities BILLED and the unit prices will apply to any overrun.

- \* Thicknesses quoted are "Nominal" thicknesses per FDOT specifications.
- \* Price is based on yield of 110 lbs/sy (per inch thickness). If this maximum is exceeded due to base or jobsite conditions, then any additional asphalt used will be charged as an overrun at the line item price per ton.
- \* This Proposal does not include Payment and Performance Bond; if required add 1.5% to the contract price. Min. Cost is \$500.
- \* Work is to be done during normal business hours Mon.-Fri. (7AM-5PM) or Sun. night thru Thurs. night (per lane closure restrictions). Work done outside of these standard shifts/hours due to GC or other requirements will be charged at \$1,500/shift.
- \* This proposal is based on all work being performed with a single paving crew, if additional crews are required to accommodate the Contractor's schedule then this will need to be agreed prior and any additional costs agreed.
- \* This proposal does not include any Engineering evaluation of bridges within or adjacent to the project work area with consideration to "walking" the milling and paving equipment across. If such Engineering evaluation is required to allow milling and paving equipment "walking" access across any bridges then that responsibility will be borne by the General Contractor.
- \* Please note that Middlesex typically shuts down the asphalt plant and paving operations for the week of Christmas/New Year's and for the week of July 4th. This consideration shall be included in the project schedule.
- \* Middlesex must have at least 3 weeks advance notice in order to better assure timely scheduling of the work required for each mobilization/phase of paving.
- \* Once scheduled for work, any cancellation must be made prior to 48 hrs before scheduled mobilization; otherwise, a mobilization will be charged against the project and any subsequent re-scheduling will be subject to consideration of the above noted 3 weeks advance notice requirement.
- \* Prime and Sand is based on spread rate of 0.10 gals/sy. Unit Price is based on a minimum \$750 per mobilization. Prime and Sand is based on the Contractor furnishing sand available on-site; if Middlesex provides sand then add \$0.05 /sy.
- \* If the Contractor uses another source for prime and sand then Middlesex will be paid \$0.15/sy to sweep the base prior to paving.
- \* The Contract item(s) for milling includes the trucking, cleanup and disposal of milled material. All milled asphalt becomes property of Middlesex. Milling shall be accessible by main line milling machine and Middlesex will not be responsible for areas that can't be accessed. Day-rate Milling is for milling machine only (no trucking, no clean-up).
- \* Middlesex will provide trucking for hauling off and disposal (at our asphalt plant) of reasonably sized, clean chunked asphalt material. Trucks will only be provided as back-haul during paving operations and will be at Middlesex's discretion.
- \* Turnout Construction is for "ASPHALT" is for placement of asphalt only.
- \* Miscellaneous asphalt is for placement of asphalt only. Grading and compacting the subgrade and application of an appropriate herbicide (per FDOT specifications) is the responsibility of the GC. The Misc. Asphalt item is based on the guardrail being installed after the placement of the asphalt and this does not include any patching by Middlesex.
- \* Miscellaneous milling required for joint tie-ins by a skid steer milling machine will be charged at the daily rate of \$1,200 (includes all cleanup and disposal of milled material). Milling requiring a full size milling machine will be priced separately.
- \* Location, adjustment, protection and relocation of utilities is not the responsibility of Middlesex.
- \* All paving areas not accessible by paving machine will be performed at the hand work tonnage unit price of \$200.00 per ton.
- \* Price based on placing asphalt on a firm and unyielding base/subgrade (prepared by others) meeting plan template and capable of supporting conventional asphalt paving equipment and tri-axle dump trucks.
- \* Middlesex will not be responsible for tack or prime on adjacent roadways due to normal paving operations.
- \* Contractor to provide sufficient number of staging areas for Middlesex to park equipment close to each day's paving location.
- \* When accessing the paving areas, Middlesex will not be responsible for any miscellaneous concrete damaged by paving equipment or trucks. This includes curb and gutter, concrete pavement or brick pavers that are constructed prior to paving operations.
- \* The GC is to provide a clean water source within reasonable access of the project for Middlesex's use to maintain operation of the rollers, broom, milling machine, and any other equipment, as needed.
- \* If Middlesex is to perform flagging operations for GC, all devices will be provided by GC. Middlesex will set up and take down temporary signs and perform flagging for a price of \$1,550/day. If cones are provided by Middlesex there will be an additional charge of \$100/day.
- \* Due to existing conditions, Middlesex can not be responsible for 100% drainage of surface water following resurfacing.
- \* Middlesex will not be responsible for any puddling on areas where the grades are a 1.5% or less slope on plans or in the field conditions. Middlesex will not be responsible to notify customers of any conditions that exist that may present this problem.
- \* All of the above prices are based on the use of RAP (Recycled Asphalt) in the production of the hot-mix asphalt, per current FDOT Standards, unless item of work is noted otherwise to specifically include virgin materials only. Friction Courses are quoted per the current FDOT specifications, which allows the use of RAP in production.
- \* All of the above prices are based on the use of standard AC (liquid asphalt) binder in the production of the hot-mix asphalt, per FDOT Standards for PG 64-22 or PG 67-22, unless the item is specifically noted otherwise. If a special additive is required, such as modified binder (PG 76-22), this must be communicated to Middlesex for inclusion in the proposal. If special additives are not specifically noted, they are not included in this proposal.
- \* All asphalt and fuel escalations paid to the contractor by FDOT, or other Owner, for the asphalt paving shall be passed on

directly to Middlesex.

- \* Prices quoted are based on current FOB refinery prices on liquid asphalt and diesel fuel. Such prices are not guaranteed by the major oil companies and are subject to sudden adjustment during the term of the contract. The base prices for liquid asphalt and fuel are based on the current FDOT index. The date is based on the actual bid date of the project (in accordance with FDOT standard specifications section 9-2). If the costs of these materials increases the owner/contractor will make adjustments to the contract based on the FDOT index. This index, API, is provided by FDOT on a monthly basis. Middlesex will make adjustments to the contract based on this index.
- \* This proposal is furnished as a complete scope of work as defined above and shall be contracted to Middlesex in its entirety. Individual line items cannot be removed unless specific changes are approved by Middlesex.
- \* This proposal/agreement is intended as a replacement or supplement to any previously issued proposals/agreements. The items of work and the special notes and conditions included in this proposal shall supercede those of any previously issued proposals. Any conflicting information shall default to the most recently dated proposal/agreement.
- \* This Estimate/Proposal is contingent upon acceptance or issuance of an agreeable Subcontract which shall include the provisions of this Estimate/Proposal. This Estimate/Proposal will supercede any other provisions of the Subcontract. Prior to any work being performed by Middlesex on the project this Estimate/Proposal must be accepted or a Subcontract must be executed.
- \* If contract is cancelled then Middlesex shall not be held liable for any remaining contract work. Middlesex shall be entitled to receive final payment for all work performed by us to the date of cancellation within 15 days.
- \* Payment Terms shall be the same as Contract Agreement, but payment no later than 30 days after Middlesex's invoice.
- \* Unless provided for otherwise in this proposal, this proposal is valid for 30 days from the date of the proposal. If a Subcontract or other agreement is not executed within 30 days then this proposal is subject to be reviewed for adjustment.
- \* For FDOT projects, this proposal includes CQC testing and entry into the MAC system for Asphalt Items only.
- \* Price includes the applicable Florida sales tax on materials and other related taxable items to be used on this project.
- \* All prep for paving by others, other than stated herein.
- \* All access, traffic, and safety control by others.
- \* Middlesex does not include any provision for asphalt (installation or removal) that may be required to maintain traffic (i.e. temporary wedges). If this is required, such work will be considered extra and will need to be priced separately.
- \* Prices do not include engineering or layout.
- \* All staking, layout and establishment of grades to be done by others and clearly indicated before paving (every 100' in tangents and 25' in radius). We will accept no responsibility for improper engineering and/or areas where no grades were indicated before commencement of work.
- \* Sawcutting is not included in any items on this bid and is the responsibility of the site contractor.
- \* Testing and/or inspection, if required, shall be conducted by others and is not included in this proposal. Any fees that may be associated with this effort are specifically excluded from this proposal.
- \* Middlesex is not responsible for the clean up and/or disposal of sweepings generated from sweeping the base, prime and sand, or intermediate asphalt lifts. Such sweepings will be broomed out of the way of paving and cleaned up by others.
- \* In the event this project requires legal assistance in payment/collection matters, the undersigned agrees to pay reasonable attorney fees, or fees as awarded by the court. Legal venue shall be in the county of the project location.
- \* This proposal specifically excludes Railroad Insurance and any special requirements for working in or around RR right-of-way.
- \* This proposal does not include any provision for participation in either OCIP (Owner Controlled Insurance Program) or CCIP (Contractor Controlled Insurance Program), or any insurance program furnished by others. If participation is a requirement of the Contract, then Middlesex will be allowed opportunity to revise proposal and any such adjustments will become part of the Subcontract Agreement.

## SECTION VII

# APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF PAGES

TO OWNER:  
Bonnet Creek Resort CDD  
C/O Governmental Management Services - Central Florida, LLC  
219 E. Livingston Street, Orlando, FL 32801  
Attn: George Flint, District Manager  
FROM CONTRACTOR:  
Don Bell Signs, LLC  
365 Oak Place  
Port Orange, FL 32127

PROJECT:  
Bonnet Creek Resort Community

CONTRACT FOR: Signage

APPLICATION #: 7

PERIOD TO: 09/30/21

PROJECT NOS:

Owner	
Const. Mgr	
Architect	
Contractor	

VIA ARCHITECT:

CONTRACT DATE: 06/24/20

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$ 721,840.00
2. Net change by Change Orders	\$ 110,087.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 831,927.00
4. TOTAL COMPLETED & STORED TO DATE	\$ 684,719.00

(Column G on Continuation Sheet)

## 5. RETAINAGE:

a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$ 68,471.90
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	\$ 68,471.90

6. TOTAL EARNED LESS RETAINAGE	\$ 616,247.10
--------------------------------	---------------

## 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)	\$ 418,527.00
8. CURRENT PAYMENT DUE	\$ 206,720.10

## 9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

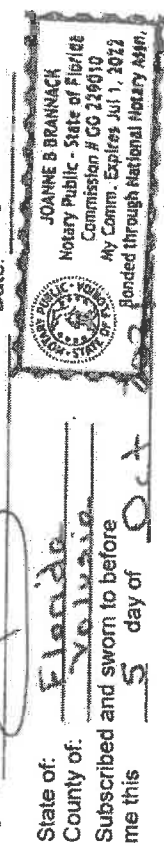
\$ 215,679.90

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$110,087.00	
Total approved this Month		
TOTALS	\$110,087.00	
NET CHANGES by Change Order	\$110,087.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR: Don Bell Signs, LLC

By: *[Signature]* Date: 10/5/21



Notary Public: Joanne B. Brannack  
My Commission expires: 7-1-2022

## CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

## AMOUNT CERTIFIED

(Attach explanation if amount certified differs from this amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

## ARCHITECT:

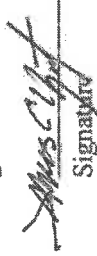
By: *[Signature]* See next page

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.



**Bonnet Creek Resort  
Entry Signage**

We hereby verify that the quantities and/or dollar amounts presented for payment appear to be correct to the best of our knowledge, information or belief. This verification is based upon review of the dollar amounts shown in comparison with our understanding of the owner's contract and/or limited onsite observations. We do not guarantee or certify the technical accuracy of the amounts shown or the quality of the work completed. It is the sole responsibility of the contractor to guarantee all work completion, quality and/or accuracy.

  
\_\_\_\_\_  
Signature

James C. Nugent, P.E.

October 11, 2021

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**DONALD W. MCINTOSH ASSOCIATES, INC.**  
2200 Park Avenue North, Winter Park, Florida 32789

**\$206,720.10**

# CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

Page 2 of 7

Pages

PROJECT:

Bonnet Creek Resort Community

APPLICATION NUMBER:

10/01/21

APPLICATION DATE:

30-Sep-21

PERIOD TO:

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I	
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)	This Period					
PRELIMINARIES									
101	Mobilization	5,030.00	5,030.00			5,030.00	100%	503.00	
102	Performance and Payment Bond	10,410.00	10,410.00			10,410.00	100%	1,041.00	
103	Construction Stakeout	1,200.00	1,200.00			1,200.00	100%	120.00	
104	Geotechnical Testing	1,350.00	1,350.00			1,350.00	100%	135.00	
105	Orange County Permit Fees	1,800.00	1,800.00			1,800.00	100%	180.00	
106	Erosion/Sedimentation Control Plan	3,900.00	3,900.00			3,900.00	100%	390.00	
107	Maintenance of Traffic Plan	24,700.00	23,465.00	1,235.00		24,700.00	100%	2,470.00	
DEMOLITION									
201	Coordinate with Utility Providers for Shutoff	200.00	200.00			200.00	100%	20.00	
202	Remove and Dispose of Existing Improvements	30,460.00	30,460.00			30,460.00	100%	3,046.00	
203	Backfill and Compact Existing Low Areas	21,540.00	21,540.00			21,540.00	100%	2,154.00	
SIGNAGE PLAN									
301	Foundations, Complete	25,440.00	25,440.00			25,440.00	100%	2,544.00	
302	Structures, Complete	52,740.00	52,740.00			52,740.00	100%	5,274.00	
303	Masonry Stone Veneer, Caps, Walls and Finishes, Complete	140,060.00	140,060.00			140,060.00	100%	14,006.00	
304	Signage Lettering and Logos	97,810.00	58,686.00	9,354.00		68,040.00	70%	6,804.00	
305	Irrigation Rough-In for Low Planters	3,900.00	1,000.00	2,900.00		3,900.00	100%	390.00	
306	Electrical Rough-In	13,000.00	3,000.00			3,000.00	23%	300.00	
LANDSCAPE, IRRIGATION AND LIGHTING									
401	Soil Preparation	2,000.00	1,000.00	1,000.00		2,000.00	100%	200.00	
402	Construct Landscape Plan, Complete	176,100.00	7,500.00	125,000.00		132,500.00	75%	43,600.00	
403	Construct Irrigation Plan, Complete	57,200.00	2,500.00	49,000.00		51,500.00	90%	5,700.00	
404	Construct Lighting Plan, Complete	53,000.00	2,500.00	26,500.00		29,000.00	55%	24,000.00	
CHANGE ORDER #1									
102	P&P Bond Increase	268.00	268.00			268.00	100%	26.80	
201	Utility Shutoff Increased	3,300.00	3,300.00			3,300.00	100%	330.00	
202	Remove, Dispose Existing Improvements Increase	7,040.00	7,070.00			7,070.00	100%	707.00	
203	Backflow Low Areas Decreased	(1,540.00)	(1,540.00)			(1,540.00)		(154.00)	
402	Construct Landscape Plan Increased	2,950.00		2,950.00		2,950.00	100%	295.00	
403	Landscapers Increase	2,200.00		2,200.00		2,200.00	100%	220.00	
404	Lighting Pricing Increase	12,842.00		6,400.00		6,400.00	50%	6,442.00	
SUBTOTALS PAGE 2		748,900.00	402,879.00	226,539.00		629,418.00	84%	119,482.00	
								62,941.80	

# CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

Page 3 of 7

APPLICATION NUMBER: 7

APPLICATION DATE: 10/01/21

PERIOD TO: 30-Sep-21

PROJECT: Bonnet Creek Resort Community

ARCHITECT'S PROJECT NO:

A	B	C	D		E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		This Period	Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)							
107	CHANGE ORDER #2									
202	Maintenance of Traffic Plan Increase	3,500.00	2,675.00	475.00			3,150.00	90%	350.00	315.00
402	Remove and Dispose pf Existing Imp. Increase	43,606.00	43,606.00				43,606.00	100%	22,446.00	4,360.60
402	Construct Landscape Plan, Increase	22,446.00								
402	Construct Landscape Plan, Increase	4,500.00							4,500.00	
101	CHANGE ORDER #3									
107	Remobilization	1,350.00	1,350.00				1,350.00	100%		135.00
202	Additional MOT	2,800.00	1,870.00	500.00			2,370.00	85%	430.00	237.00
402	Equipment Rental	2,650.00	2,650.00				2,650.00	100%		265.00
402	Net Change to Landscape	900.00		900.00			900.00	100%		90.00
403	Net Change to Irrigation	1,275.00		1,275.00			1,275.00	100%		127.50
SUBTOTALS PAGE 3		831,927.00	455,030.00	229,698.00			684,719.00	82%	147,208.00	68,471.90

WAIVER AND PARTIAL RELEASE OF LIEN  
UPON PROGRESS PAYMENT  
(FLORIDA)

The undersigned lienor, in consideration of the sum of \$ 206,720.10, hereby waives and releases its lien and payment bond claims and right to claim a lien for labor, services, and/or materials furnished through Sept 30, 2021, to [insert the name of your customer] Bonnet Creek Resort Community on the job of [insert the name of the Owner] Bonnet Creek Resort Community Development to the following property:

Chelonia Parkway & Buena Vista Drive  
Lake Buena Vista, FL 32830

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on Oct 5, 2021.

Witnesses:

[Lienor] Don Bell Signs, LLC

Kathryn Bell  
Signature  
Kathryn Bell  
Print Name

Gary Bell  
By: Gary Bell  
Print Name: Gary Bell

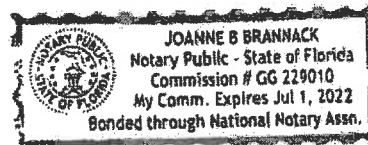
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

Address: 365 Oak Place  
Port Orange, FL 32127

STATE OF FLORIDA  
COUNTY OF Volusia

Sworn to and subscribed before me this 5 day of Oct, 2021, by Gary Bell, who is personally known to be the person described in or ☐ has produced a Florida driver license or ☒ physically present as identification.

Joanne B. Brannack  
Notary Public, State of Florida  
Type or Print Name: Joanne B. Brannack  
My Commission Expires: 7-1-2022  
Commission Number: GG 229010





Don Bell Signs, LLC  
365 Oak Place  
Port Orange FL 32127  
800 824-0080

License: Florida ES#0000146

## Contract Invoice

Invoice#: 1800151-7

Date: 10/01/2021

**Billed To:** BONNET CREEK RESORT COMM DEV DISTRICT  
219 E. LIVINGSTON ST  
ORLANDO FL 32801

**Project:** BONNET CREEK RESORT  
CHELONIA PARKWAY &  
BUENA VISTA DRIVE  
LAKE BUENA VISTA FL 32830

**Due Date:** 10/01/2021

**Terms:**

**Order#**

Description	Amount
PROGRESS BILLING #7	229,689.00

**Notes:**

PROGRESS BILLING #7

BONNET CREEK RESORT PROJECT  
ENTRY SIGNAGE PACKAGE

*A service charge of 0.00 % per annum will be charged on all amounts  
overdue on regular statement dates.*

*Thank you for your prompt payment!*

Sales Tax:	0.00
Invoice Total:	229,689.00
Retention:	22,968.90
Amount Paid:	0.00
<b>Amount Due</b>	<b>206,720.10</b>

**Territo Electric, Inc.**

**WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of \$ 11,112.75 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to Don Bell Signs on the job of Sign Power to the following described property:

Bonnett Creek  
Buena Vista Drive  
Lake Buena Vista, FL 32830

DATED on September 10, 2021

Territo Electric, Inc.  
441 Enterprise Street  
Ocoee, Florida 34761

By [Signature]

Printed Name Anna Territo, President

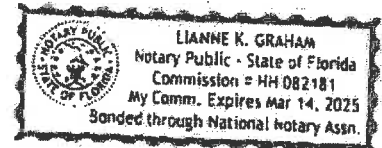
State of Florida  
County of: Orange

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this 10 day of September, 2021

by Anna Territo as President of Territo Electric, Inc.

Who did not take an oath and who is personally known to me or produced the following as identification: \_\_\_\_\_

NOTARY PUBLIC: [Signature]



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

WAIVER AND PARTIAL RELEASE OF LIEN  
UPON PROGRESS PAYMENT  
(FLORIDA)

The undersigned lienor, in consideration of the sum of \$ 95,900, hereby waives and releases its lien and payment bond claims and right to claim a lien for labor, services, and/or materials furnished through September 8th, 2021, to [insert the name of your customer] Don Bells Signs LLC on the job of [insert the name of the Owner] \_\_\_\_\_ to the following property:

Bonnet Creek Resort

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on September 8<sup>th</sup>, 2021.

Witnesses:

[Lienor]

Signature

Print Name

Signature

Print Name

By:

Print Name:

Address:

STATE OF FLORIDA

COUNTY OF Highlands

Sworn to and subscribed before me this 8<sup>th</sup> day of September, 2021, by Terry Hancock who is personally known to be the person described in or ☒ has produced a Florida driver license or ☐ \_\_\_\_\_ as identification.

Notary Public, State of Florida

Type or Print Name:

My Commission Expires:

Commission Number:



COMMISSION #0616042  
EXPIRES November 14, 2021  
Bonded Thru Aaron Notary

19/5220/611

## SECTION VIII



## SECTION A

# SECTION 1



LATHAM, LUNA,  
EDEN & BEAUDINE,<sup>LLP</sup>  
— Celebrating 25 Years —  
ATTORNEYS AT LAW

MEMORANDUM

**To:** District Manager, District Engineer

**From:** District Counsel – Jan A. Carpenter, Esq.  
Kristen E. Trucco, Esq.

**Date:** October 2021

**Subject:** New Statutory Requirement  
Wastewater Services and Stormwater Management Needs Analysis  
(Chapter 2021-194, Laws of Florida/HB53)

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A new law went into effect on July 1, 2021, which impacts most community development districts (and other governments) in the state. The law is the result of the legislature's determination that there is a need for long-term planning for the state's wastewater and stormwater systems. The law requires governments that either own or operate stormwater management systems and/or wastewater systems to create a 20-year "needs analysis" of such system(s). The requirements relating to wastewater systems are found in Section 4 of Chapter 2021-194, Laws of Florida, which creates a new statutory Section 403.9301, *Florida Statutes*, and the requirements relating to stormwater management programs and systems are found in Section 5 of Chapter 2021-194, Laws of Florida, which creates a new statutory Section 403.9302, *Florida Statutes* (the law is attached for reference).

A brief summary of the new law and its requirements is set forth below. Please feel free to contact us with any questions.

**Summary of the Law**

The new law establishes a requirement that each special district prepare a rather detailed 20-year needs analysis, for its wastewater and stormwater systems. The Office of Economic and Demographic Research ("OEDR") is expected to promulgate additional details about the requirements of the needs analysis. A basic template for the report has been provided by OEDR, but instructions for completing the template are not yet available.

October 12, 2021

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For wastewater services, the needs analysis for a special district must include:

- a) A detailed description of the facilities used to provide wastewater services.
- b) The number of current and projected connections and residents served calculated in 5-year increments.
- c) The current and projected service area for wastewater services.
- d) The current and projected cost of providing wastewater services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

For stormwater management programs and stormwater management systems, the needs analysis must include:

- a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- b) The number of current and projected residents served calculated in 5-year increments.
- c) The current and projected service area for the stormwater management program or stormwater management system.
- d) The current and projected cost of providing services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

**Timing for Reports**

For both wastewater and stormwater systems, the first needs analysis must be developed by **June 30, 2022**, with a new or updated analysis due every five (5) years thereafter. The needs analysis, along with

October 12, 2021

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the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the wastewater service area or stormwater system is located. The county then compiles all the reports and submits a compiled document to the OEDR by July 31, 2022.

**Recommendation**

The District Engineer and District Manager should review the new statutes and the OEDR Stormwater Template (and the accompanying Stormwater Template Overview) to evaluate the data that will need to be collected about the system(s).

By the next CDD meeting (or no later than a January meeting), the District Engineer should submit a proposal to the Board of Supervisors for creating the needs analysis report. The District Manager may also need to submit a cost proposal to assist the District Engineer with the required financing and budgeting data. The District Engineer should alert the Board of Supervisors if outside consulting work will be necessary. The deadline for the District's submission is only 8 months away, so this process needs to be started fairly quickly. The District Engineer and District Manager may have questions for the Board along the way due to funding and replacement reserve issues. There is no allowance for late reporting, so it is important not to miss the June 30, 2022 filing deadline.

## CHAPTER 2021-194

### Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term "public works project"; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For any a competitive solicitation for construction services paid for with any in which 50 percent or more of the cost will be paid from state- appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation to prevent a certified, licensed, or registered contractor,

~~subcontractor, or material supplier or carrier, from participating in the bidding process that provides a preference based upon:~~

- (a) ~~The contractor's~~ Maintaining an office or place of business within a particular local jurisdiction;
- (b) ~~The contractor's~~ Hiring employees or subcontractors from within a particular local jurisdiction; or
- (c) ~~The contractor's~~ Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) “Public works project” means an activity exceeding \$1 million in value that is of which 50 percent or more of the cost will be paid for with any from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works ~~such~~ project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;
2. Provide employees a specified type, amount, or rate of employee benefits;
3. Control, limit, or expand staffing; or

4. Recruit, train, or hire employees from a designated, restricted, or single source.

~~(c)(b) The state or any political subdivision that contracts for a public works project may not~~ Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work ~~that who~~ is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:

403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida's water resources and conservation lands.

(1) WATER RESOURCES.—The assessment must include all of the following:

(e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.

Section 4. Section 403.9301, Florida Statutes, is created to read:

403.9301 - Wastewater services projections.—

(1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) "Domestic wastewater" has the same meaning as provided in s. 367.021.

(b) "Facility" means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.

(c) "Treatment works" has the same meaning as provided in s. 403.031(11).



(d) "Wastewater services" means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the facilities used to provide wastewater services.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

(c) The current and projected service area for wastewater services.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 5. Section 403.9302, Florida Statutes, is created to read:

403.9302 Stormwater management projections.—

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) "Facility" means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) "Stormwater management program" has the same meaning as provided in s. 403.031(15).

(c) "Stormwater management system" has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

(d) The current and projected cost of providing services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the

methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

## SECTION C

# SECTION 1

***Bonnet Creek Resort***  
***Community Development District***

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219 E. Livingston Street, Orlando, FL 32801  
Phone: 407-841-5524 – Fax: 407-839-1526

**Operation and Maintenance Expenditures**  
**For Board Approval**  
**September 30, 2021**

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2021 through September 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: \$ **453,756.07**

Approval of Expenditures:

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\_\_\_\_\_ Chairman

\_\_\_\_\_ Vice Chairman

\_\_\_\_\_ Assistant Secretary

# Bonnet Creek Resort Community Development District

Paid Operation & Maintenance Expenses  
September 1, 2021 Through September 30, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Amount
FREDERICK SAWYERS	3800	FS09022021	SUPERVISOR FEES 09/02/21	\$ 200.00
FLOWERS CHEMICAL LABORATORIES	3801	476319	QUARTERLY WELL MONITORING	\$ 364.00
GOVERNMENTAL MANAGEMENT SERVICES	3802	239	SOLAR LIGHTS	\$ 400.00
GOVERNMENTAL MANAGEMENT SERVICES	3802	238	ROAD REPAIR	\$ 2,080.00
ROBERT GAUL	3803	BG09022021	SUPERVISOR FEES 09/02/21	\$ 200.00
RANDAL GREENE	3804	RG09022021	SUPERVISOR FEES 09/02/21	\$ 200.00
YELLOWSTONE LANDSCAPE	3805	ON 249593	LANDSCAPE MAINTENANCE AUGUST 2021	\$ 16,500.00
YELLOWSTONE LANDSCAPE	3805	ON 252001	INSTALL SOD & SOIL	\$ 1,260.00
BONNET CREEK RESORT C/O REGIONS	3806	09132021	FY2021 CAPITAL RESERVE TRANSFER	\$ 163,356.50
BONNET CREEK RESORT C/O REGIONS	3806	09132021	EXCESS CAPITAL RESERVE TRANSFER	\$ 150,000.00
ALLEN E SMITH RANCH & FARMING	3807	5343	EMBARKMENT MOWING 09/10/21	\$ 850.00
EGIS INSURANCE ADVISORS	3808	14291	FY2022 INSURANCE POLICY	\$ 15,528.00
GOVERNMENTAL MANAGEMENT SERVICES	3809	243	MANAGEMENT FEES SEPTEMBER 2021	\$ 3,012.07
SOLITUDE LAKE MANAGEMENT LLC	3810	PI-A00667855	LAKE MAINTENANCE SEPTEMBER 2021	\$ 227.63
AQUATIC WEED CONTROL	3811	62976	WETLAND MAINTENANCE AUGUST 2021	\$ 1,694.00
GOVERNMENTAL MANAGEMENT SERVICES	3812	244	FIELD MANAGEMENT FEES SEPTEMBER 2021	\$ 5,764.96
YELLOWSTONE LANDSCAPE	3813	ON 262337	LANDSCAPE MAINTENANCE SEPTEMBER 2021	\$ 16,500.00
DONALD MCINTOSH ASSOCIATES	3814	41557	GENERAL ENGINEERING SEPTEMBER 2021	\$ 693.75
EGIS INSURANCE ADVISORS	3815	14650	FY2022 INSURANCE POLICY UPDATE	\$ 842.00
GOVERNMENTAL MANAGEMENT SERVICES	3816	245	FY2022 ASSESSMENT ROLL CERTIFICATION	\$ 3,000.00
LATHAM, LUNA, EDEN & BEAUDINE LLP	3817	99192	GENERAL COUNSEL AUGUST 2021	\$ 487.00
BOYD ENVIRONMENTAL ENGINEERING	158	4296	PUMP STATION IMPROVEMENT	\$ 457.40
DON BELL SIGNS	159	PAY APPLICATION #6	PAY APPLICATION #6 - ENTRY SIGNAGE	\$ 59,582.70
CANIN ASSOCIATES	160	97344	ENTRY MONUMENT SIGNS & DESIGN	\$ 550.00
DONALD MCINTOSH ASSOCIATES	161	41557	INTERSECTION IMPROVEMENT	\$ 970.00
Subtotal Check Register				\$ 444,720.01
<b>Automatic Drafts</b>				
ORANGE COUNTY UTILITIES	Auto-Pay	855665881	UTILITIES	\$ 2,128.17
DUKE ENERGY	Auto-Pay	01095-15415	UTILITIES	\$ 17.57
DUKE ENERGY	Auto-Pay	09248-56128	UTILITIES	\$ 17.69
DUKE ENERGY	Auto-Pay	12137-03159	UTILITIES	\$ 21.53
DUKE ENERGY	Auto-Pay	13093-45427	UTILITIES	\$ 620.99
DUKE ENERGY	Auto-Pay	31728-64366	UTILITIES	\$ 5,642.44
DUKE ENERGY	Auto-Pay	41141-83054	UTILITIES	\$ 15.64
DUKE ENERGY	Auto-Pay	48878-59425	UTILITIES	\$ 82.82
DUKE ENERGY	Auto-Pay	55839-73134	UTILITIES	\$ 450.11
DUKE ENERGY	Auto-Pay	56243-83594	UTILITIES	\$ 20.26
DUKE ENERGY	Auto-Pay	65496-08288	UTILITIES	\$ 18.84
Subtotal Automatic Drafts				\$ 9,036.06
Report Total				\$ 453,756.07

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
9/07/21	00098	9/02/21	FS090220	202109	310-51300-11000		FREDERICK W. SAWYERS	*	200.00	200.00 003800
			SUPERVISOR FEE	09/02/2021						
9/07/21	00020	8/04/21	478319	202107	320-53800-44900		ORTHLY WELL MONITORING	*	364.00	364.00 003801
							FLOWERS CHEMICAL LABORATORIES, INC			
9/07/21	00001	5/31/21	239	202105	320-53800-49000		SOLAR LIGHTS/MOVE ALL MOT	*	400.00	400.00
		6/30/21	238	202106	320-53800-48000		ROAD REPAIR-CHELONIA PKWY	*	2,080.00	2,080.00
							GOVERNMENTAL MANAGEMENT SERVICES-			2,480.00 003802
9/07/21	00073	9/02/21	BG090220	202109	310-51300-11000		SUPERVISOR FEE 09/02/2021	*	200.00	200.00
							ROBERT GAUL			
9/07/21	00077	9/02/21	RG090220	202109	310-51300-11000		SUPERVISOR FEE 09/02/2021	*	200.00	200.00 003803
							RANDALL GREENE			
9/07/21	00050	8/01/21	ON 24959	202108	320-53800-47300		MONTHLY MAINTENANCE AUG 21	*	16,500.00	16,500.00
		8/06/21	ON 25200	202108	320-53800-49000		INSTALL SOD & SOIL	*	1,260.00	1,260.00
							YELLOWSTONE LANDSCAPE			17,760.00 003805
9/13/21	00007	9/13/21	09132021	202109	300-58100-10000		FY21 CAP RES TRANSFER	*	163,356.50	163,356.50
		9/13/21	09132021	202109	300-58100-10000		CAPITAL RESERVE TRANSFER	*	150,000.00	150,000.00
							BONNET CREEK RESORT CDD C/O REGIONS			313,356.50 003806
9/16/21	00004	9/13/21	5343	202109	320-53800-44010		EMBARKMENT MOWING 9/10/21	*	850.00	850.00
							ALLEN E. SMITH RANCH & FARMING			
9/16/21	00065	9/10/21	14291	202109	300-15500-10000		FY22 INSURANCE POLICY	*	15,528.00	15,528.00 003807
							EGIS INSURANCE ADVISORS, LLC			
9/16/21	00001	9/01/21	243	202109	310-51300-34000		MANAGEMENT FEES SEPT 21	*	2,742.83	2,742.83
		9/01/21	243	202109	310-51300-35200		INFO TECHNOLOGY SEPT 21	*	100.00	100.00



BONNET CREEK-GENERAL FUND  
 BANK A BCRCD- GENERAL FUND

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO...	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT	#
9/01/21	243	202109	310-51300-51000	OFFICE SUPPLIES							*	18.13		
9/01/21	243	202109	310-51300-42000	POSTAGE							*	10.71		
9/01/21	243	202109	310-51300-42500	COPIES							*	140.40		
9/16/21	00086	9/01/21	PI-A0066	LAKE MAINTENANCE SEPT 21	202109	320-53800-44150				GOVERNMENTAL MANAGEMENT SERVICES-	*	227.63	3,012.07	003809
9/23/21	00052	8/31/21	62976	MTHLY WETLAND MAINT AUG21	202108	320-53800-44100				SOLITUDE LAKE MANAGEMENT LLC	*	1,694.00	227.63	003810
9/23/21	00001	9/01/21	244	FIELD MAINTENANCE SEPT 21	202109	320-53800-34000				AQUATIC WEED CONTROL, INC.	*	4,748.00	1,694.00	003811
9/23/21	00050	9/15/21	ON 26233	MNTHLY MAINTENANCE SEPT21	202109	320-53800-47300				GOVERNMENTAL MANAGEMENT SERVICES-	*	16,500.00	5,764.96	003812
9/30/21	00016	9/24/21	41557	GENERAL COUNSEL SEPT 21	202109	310-51300-31100				YELLOWSTONE LANDSCAPE	*	693.75	16,500.00	003813
9/30/21	00065	9/20/21	14650	FY22 INSURANCE POL UPDATE	202109	300-15500-10000				DONALD W. MCINTOSH ASSOCIATES, INC	*	842.00	693.75	003814
9/30/21	00001	9/17/21	245	FY22 ASSESSMENT ROLL CERT	202109	300-15500-10000				EGIS INSURANCE ADVISORS, LLC	*	3,000.00	842.00	003815
9/30/21	00028	9/16/21	99192	GENERAL COUNSEL AUG 21	202108	310-51300-31500				GOVERNMENTAL MANAGEMENT SERVICES-	*	487.00	3,000.00	003816
										LATHAM, LUNA, EDEN & BEAUDINE LLP		487.00	487.00	003817
										TOTAL FOR BANK A		383,159.91		
										TOTAL FOR REGISTER		383,159.91		
										BONC BONNET CREEK				
										MBYINGTON				

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT	#
9/07/21	00061	9/01/21	4296	202108	600-53800-60104				BOYD ENVIRONMENTAL ENGINEERING	*	457.40	457.40	000158
9/16/21	00075	8/31/21	PAY APPL	202108	600-53800-60700				DON BELL SIGNS, LLC	*	59,582.70	59,582.70	000159
			PAY APP #6-ENTRY SIGNAGE										
9/30/21	00068	9/28/21	97344	202109	600-53800-60700				CANIN ASSOCIATES	*	550.00	550.00	000160
			ENTRY MONU SIGNS & DESIGN										
9/30/21	00051	9/24/21	41557	202109	600-53800-60700				DONALD W. MCINTOSH ASSOCIATES, INC.	*	970.00	970.00	000161
			INTERSECTION IMPROVEMENT										

TOTAL FOR BANK B 61,560.10

TOTAL FOR REGISTER 61,560.10

BONC BONNET CREEK MBYINGTON

**Attendance Confirmation**  
for  
**BOARD OF SUPERVISORS**

---

**District Name:**

Bonnet Creek Resort CDD

**Board Meeting Date:**

September 2, 2021

1-98

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
1	Fred Sawyers	✓	Yes (\$200)
2	Bob Gaul	✓	Yes (\$200)
3	Ruth Perry		Yes (\$200)
4	Herb Von Kluge		Yes (\$200)
5	Randall Greene	✓	Yes (\$200)

The supervisors present at the above referenced meeting should be compensated accordingly.

**Approved for Payment:**

  
District Manager Signature

9/2/21  
Date

**\*\*RETURN SIGNED DOCUMENT TO District Accountant\*\***



# FLOWERS CHEMICAL LABORATORIES INC.

P.O. Box 150597, Altamonte Springs, FL 32715-0597  
571 NW Mercantile Pl, Suite 111, Port St. Lucie, FL 34986  
812 SW Harvey Green Dr, Madison, FL 32340  
3980 Overseas Hwy, Suite 103, Marathon, FL 33050

Phone: 407-339-5984 E83018 (Main Lab)  
Phone: 772-943-8006 E86562 (South Lab)  
Phone: 850-973-6878 E82405 (North Lab)  
Phone: 305-743-8598 E35834 (Keys Lab)

Bonnet Creek Resort CDD-c/o Gov Mgmt Ser  
9145 Narcoossee Rd Ste A206  
Orlando, FL 32827

PO #: n/a  
Client Project #: Q-MW's  
Date Sampled: Jul 28, 2021  
Aug 4, 2021; Invoice: 478319

## Invoice

Description	Amount	Units	Extension
Cl	15.00	2	30.00
FCoI-QT	35.00	2	70.00
NO3(CR)	15.00	2	30.00
pH	5.00	2	10.00
Sampling Fee	85.00	2	170.00
TB	15.00	2	30.00
TDS	12.00	2	24.00
TOTAL			364.00

This invoice is due upon receipt.

Please remit to: P.O. Box 150597  
Altamonte Springs, FL 32715-0597

VISA, MasterCard, and American Express cards will be accepted.

There will be a 1.5% service charge per month on all unpaid balances.

RECEIVED

**GMS-Central Florida, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice****Invoice #:** 239**Invoice Date:** 5/31/21**Due Date:** 5/31/21**Case:****P.O. Number:** WA 257**Bill To:**

Bonnet Creek Resort CDD  
219 E. Livingston St.  
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
<p>General Maintenance - May</p> <p>-Move all the MOT out of the road and to a more discreet location.</p> <p>-Solar lights installed on flags.</p> <p>Labor</p> <p>Mobilization</p> <p>Equipment</p>	8	40.00 55.00 25.00	320.00 55.00 25.00
RECEIVED JUL 20 2021			
<b>Total</b>			\$400.00
<b>Payments/Credits</b>			\$0.00
<b>Balance Due</b>			\$400.00

1-1  
320 + 538 + 460

**GMS-Central Florida, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice****Invoice #:** 238**Invoice Date:** 6/30/21**Due Date:** 6/30/21**Case:****P.O. Number:****Bill To:**

Bonnet Creek Resort CDD  
219 E. Livingston St.  
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Asphalt Road Repair Cut out and repair failing patches and new potholes along Chelonia Pkwy Continue asphalt repairs Continue asphalt repairs Additional asphalt repairs completed			
Labor	41	40.00	1,640.00
Equipment		220.00	220.00
Mobilization	4	55.00	220.00
RECEIVED JUL 20 2021			
<b>Total</b>		<b>\$2,080.00</b>	
<b>Payments/Credits</b>		<b>\$0.00</b>	
<b>Balance Due</b>		<b>\$2,080.00</b>	

**Attendance Confirmation**  
for  
**BOARD OF SUPERVISORS**

---

**District Name:** Bonnet Creek Resort CDD

**Board Meeting Date:** September 2, 2021

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
1	Fred Sawyers	✓	Yes (\$200)
2	Bob Gaul	✓	Yes (\$200)
3	Ruth Perry		Yes (\$200)
4	Herb Von Kluge		Yes (\$200)
5	Randall Greene	✓	Yes (\$200)

The supervisors present at the above referenced meeting should be compensated accordingly.

**Approved for Payment:**

  
District Manager Signature

9 | 2 | 21  
Date

**\*\*RETURN SIGNED DOCUMENT TO District Accountant\*\***

**Attendance Confirmation**  
for  
**BOARD OF SUPERVISORS**

---

**District Name:** Bonnet Creek Resort CDD

**Board Meeting Date:** September 2, 2021

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
1	Fred Sawyers	✓	Yes (\$200)
2	Bob Gaul	✓	Yes (\$200)
3	Ruth Perry		Yes (\$200)
4	Herb Von Kluge		Yes (\$200)
1-77 5	Randall Greene	✓	Yes (\$200)

The supervisors present at the above referenced meeting should be compensated accordingly.

**Approved for Payment:**

  
**District Manager Signature**

9/2/21  
**Date**

**\*\*RETURN SIGNED DOCUMENT TO District Accountant\*\***





## INVOICE

INVOICE #	INVOICE DATE
ON 249593	8/1/2021
TERMS	PO NUMBER
Net 30	

**Bill To:**

Bonnet Creek Resort CDD  
c/o Governmental Management Services, LLC  
6200 Lee Vista Blvd  
Suite 300  
Orlando, FL 32822

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Property Name:** Bonnet Creek Resort CDD

**Invoice Due Date:** August 31, 2021

**Invoice Amount:** \$16,500.00 <sup>1-52</sup>

326,538.473

Description	Current Amount
Monthly Maintenance August 2021	\$16,500.00

**Invoice Total**

**\$16,500.00**

*Excellence*

IN COMMERCIAL LANDSCAPING

RECEIVED

8/1/2021

**Should you have any questions or inquiries please call (386) 437-6211.**

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286

**Bill To:**

Bonnet Creek Resort CDD  
c/o Governmental Management Services, LLC  
6200 Lee Vista Blvd  
Suite 300  
Orlando, FL 32822

**Property Name:** Bonnet Creek Resort CDD

**INVOICE**

INVOICE #	INVOICE DATE
ON 252001	8/6/2021
TERMS	PO NUMBER
Net 30	

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Invoice Due Date:** September 5, 2021

**Invoice Amount:** \$1,260.00

320.538.490

Description	Current Amount
-------------	----------------

**Additional Soil**

Install Sod and Soil in area where washout occurred on offsite property.

**Plant Installation**

**\$1,260.00**

**Invoice Total**

**\$1,260.00**

IN COMMERCIAL LANDSCAPING

RECEIVED

**Should you have any questions or inquiries please call (386) 437-6211.**

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286

**CHECK REQUEST FORM**

---

**DISTRICT/ASSOCIATION:** Bonnet Creek Resort CDD

**DATE:** 9/13/21

**PAYABLE TO:** Bonnet Creek Resort CDD V#7

**AMOUNT REQUESTED:** \$313,356.50

**REQUESTED BY:** Megan Byington

**ACCOUNT #** \_\_\_\_\_

**DESCRIPTION OF NEED:** FY21 Budgeted Capital Reserve Transfer - \$163,356.50

FY21 Capital Transfer - \$150,000.00

---

# Bonnet Creek Resort

Public Works Department Budget

## Adopted Budget

### General Fund

	Adopted Budget FY2021	Actuals Thru 7/31/21	Forecast Need 2 Months	Forecast Thru 9/30/21	Adopted Budget FY2022
<b><u>Operations &amp; Maintenance</u></b>					
Field Management	\$ 56,976	\$ 47,489	\$ 9,496	\$ 56,976	\$ 56,976
<b><u>Utility Services</u></b>					
Utility Services	\$ 14,000	\$ 10,955	\$ 1,800	\$ 12,755	\$ 14,000
Street Lights - Usage	\$ 3,900	\$ 2,653	\$ 521	\$ 3,172	\$ 3,900
Water Service - Rouse Water	\$ 66,000	\$ 53,637	\$ 10,727	\$ 64,364	\$ 66,000
SFWMD Water Use Compliance Report	\$ 43,000	\$ 27,408	\$ 12,592	\$ 40,000	\$ 43,000
SFWMD Water Use Compliance Report	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
<b><u>Stormwater Control - Bonnet Creek Resort</u></b>					
Occ/Dep Quarterly Well Monitoring Report	\$ 1,500	\$ 1,082	\$ 364	\$ 1,446	\$ 1,500
Wetland & Upland Monitoring Services - (Bda)	\$ 3,000	\$ -	\$ 3,000	\$ 3,000	\$ 3,000
Pond & Embankment Aquatic Treatment - (Awc)	\$ 15,396	\$ 11,858	\$ 3,388	\$ 15,216	\$ 15,396
Irrigation Pond Treatment - Solitude	\$ 2,737	\$ 2,263	\$ 455	\$ 2,718	\$ 2,814
Nuisance/Exotic Species Maintenance - (Awc)	\$ 11,000	\$ -	\$ 5,500	\$ 5,500	\$ 11,000
<b><u>Stormwater Control - Crosby Island Marsh</u></b>					
Nuisance/Exotic Species Maintenance - (Awc)	\$ 7,500	\$ 5,000	\$ 2,500	\$ 7,500	\$ 7,500
Nuisance/Exotic Species Maintenance - (Bda)	\$ 4,500	\$ 1,920	\$ 750	\$ 2,670	\$ 4,500
Embankment Mowing - (A. E. Smith)	\$ 6,000	\$ 1,700	\$ 4,300	\$ 6,000	\$ 6,000
<b><u>Other Physical Environment</u></b>					
Property Insurance	\$ 6,463	\$ 6,463	\$ -	\$ 6,463	\$ 7,109
Entry, Fence, Walls & Gates Maintenance	\$ 24,500	\$ 862	\$ 4,083	\$ 4,946	\$ 24,500
Pump Station Maintenance	\$ 2,500	\$ 2,617	\$ -	\$ 2,617	\$ 2,500
Pump Station Repairs	\$ 7,500	\$ -	\$ 1,250	\$ 1,250	\$ 7,500
Landscape & Irrigation Maintenance	\$ 198,074	\$ 165,000	\$ 33,000	\$ 198,000	\$ 198,000
Irrigation Repairs	\$ 3,500	\$ 2,749	\$ 550	\$ 3,299	\$ 3,500
Landscape Replacement	\$ 19,500	\$ 10,128	\$ 2,026	\$ 12,153	\$ 15,000
Lift Station Maintenance	\$ 2,500	\$ 950	\$ 900	\$ 1,850	\$ 5,000
<b><u>Road &amp; Street Facilities</u></b>					
Roadway Repair & Maintenance	\$ 13,000	\$ 9,110	\$ 1,822	\$ 10,932	\$ 10,400
Highway Directional Signage - (R&M)	\$ 10,000	\$ -	\$ 1,667	\$ 1,667	\$ 5,000
Roadway Directory Signage - (R&M)	\$ 5,500	\$ -	\$ 917	\$ 917	\$ 5,000
Sidewalk/Curb Cleaning	\$ 12,000	\$ 12,000	\$ -	\$ 12,000	\$ 12,000
Contingency	\$ 20,000	\$ 461	\$ 3,333	\$ 3,794	\$ 16,000
<b>Total Operations &amp; Maintenance:</b>	<b>\$ 565,546</b>	<b>\$ 376,294</b>	<b>\$ 109,941</b>	<b>\$ 486,235</b>	<b>\$ 552,095</b>
<b>Total Expenditures</b>	<b>\$ 671,358</b>	<b>\$ 465,098</b>	<b>\$ 124,491</b>	<b>\$ 589,589</b>	<b>\$ 662,055</b>
<b><u>Other Financing Sources / (Uses)</u></b>					
Transfer Out - Capital Reserve	\$ (326,713)	\$ (163,357)	\$ (530,176)	\$ (693,532)	\$ (237,421)
Transfer Out - Debt Service	\$ -	\$ (7,150)	\$ -	\$ (7,150)	\$ -
<b>Total Other Financing Sources / (Uses)</b>	<b>\$ (326,713)</b>	<b>\$ (170,506)</b>	<b>\$ (530,176)</b>	<b>\$ (700,682)</b>	<b>\$ (237,321)</b>
<b>Excess / (Requirements) / (Expenditures)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Allen E. Smith Ranch & Farming, Inc.**

10524 Moss Park Road, Suite 204-511

Orlando, FL 32832

407-207-6200

office@aesrf.net

**INVOICE****BILL TO**

Bonnet Creek Resort Community Development District  
219 E. Livingston St.  
Orlando, Florida 32801

INVOICE 5343  
DATE 09/13/2021  
TERMS Net 30  
DUE DATE 10/13/2021

**PROJECT**

Mowing

**LOCATION**

Crosby Island Marsh

**WORK DATE(S)**

09/10/2021

1-4

		320.539 .44010		
ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Emb Mowing	10 hours Mowing @ \$85.00 per hour	10	85.00	850.00

Thank you for your business!

**BALANCE DUE****\$850.00**

Please make checks payable to: Allen E. Smith Ranch and Farming Inc.

Please direct all billing questions to our office  
(407) 207-6200

**RECEIVED**



# INVOICE

Customer	Bonnet Creek Resort Community Development District
Acct #	254
Date	09/10/2021
Customer Service	Kristina Rudez
Page	1 of 1

Bonnet Creek Resort Community Development District  
c/o Governmental Management Services  
219 E Livingston St  
Orlando, FL 32801

Payment Information	
Invoice Summary	\$ 15,528.00
Payment Amount	
Payment for:	Invoice#14291
100121527	

Thank You

Please detach and return with payment



Customer: Bonnet Creek Resort Community Development District

1-65

Invoice	Effective	Transaction	Description	Amount
14291	10/01/2021	Renew policy	Policy #100121527 10/01/2021-10/01/2022 Florida Insurance Alliance  Package - Renew policy Due Date: 9/10/2021	15,528.00

RECEIVED

Total			
\$ 15,528.00			

Thank You

FOR PAYMENTS SENT OVERNIGHT:  
Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

Remit Payment To: Egis Insurance Advisors, LLC	(321)233-9939	Date
Lockbox 234021 PO Box 84021		
Chicago, IL 60689-4002	scilmer@egisadvisors.com	09/10/2021

**GMS-Central Florida, LLC**  
1001 Bradford Way  
Kingston, TN 37763

# Invoice

Invoice #: 243  
Invoice Date: 9/1/21  
Due Date: 9/1/21  
Case:  
P.O. Number:

**Bill To:**  
Bonnet Creek Resort CDD  
219 E. Livingston St.  
Orlando, FL 32801

Description		Hours/Qty	Rate	Amount
Management Fees - September 2021	340		2,742.83	2,742.83
Information Technology - September 2021	352		100.00	100.00
Office Supplies	510		18.13	18.13
Postage	420		10.71	10.71
Copies	425		140.40	140.40
<b>RECEIVED</b>				
<b>Total</b>				<b>\$3,012.07</b>
<b>Payments/Credits</b>				<b>\$0.00</b>
<b>Balance Due</b>				<b>\$3,012.07</b>



Voice: (888) 480-5253 Fax: (888) 358-0088

RECEIVED

# INVOICE

Invoice Number: PI-A00667855  
Invoice Date: 09/01/21

PROPERTY: Bonnett Creek  
CDD

SOLD TO: Bonnett Creek CDD  
Governmental Management Services  
6200 Lee Vista Blvd Suite 300  
Orlando, FL 32822  
United States

1-86  
44150

CUSTOMER ID	CUSTOMER PO	Payment Terms	
5006	ORLHHB5082		
Sales Rep ID	Shipment Method	Ship Date	Due Date
Josh F. McGarry			09/01/21

Qty	Item / Description	UOM	Unit Price	Extension
1	Lake & Pond Management Services SVR12519 09/01/21 - 09/30/21 Lake & Pond Management Services		227.63	227.63

## PLEASE REMIT PAYMENT TO:

1320 Brookwood Drive, Suite H  
Little Rock, AR 72202

Subtotal	227.63
Sales Tax	0.00
Total Invoice	227.63
Payment Received	0.00
<b>TOTAL</b>	<b>227.63</b>

www.solitudelakemanagement.com

www.aeratorsaquatics4lakesnponds.com





Phone: 407-859-2020  
Fax: 407-859-3275

<b>Date</b>	<b>Invoice #</b>
8/31/2021	62976

**Bonnet Creek Resort CDD**  
c/o GMS - CF, LLC  
6200 Lee Vista Blvd, Ste. 300  
Orlando, FL 32822

RECEIVED

<b>Customer P.O. No.</b>	<b>Payment Terms</b>	<b>Due Date</b>
	Net 30	9/30/2021

Description	Amount
Monthly wetland maintenance for the month this invoice is dated - Wetlands, fenceline & 1 golf course pond @ Bonnet Creek Resort. Completed 8/30/21.	1,694.00

<b>Total</b>	<b>\$1,694.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$1,694.00</b>

**GMS-Central Florida, LLC**  
1001 Bradford Way  
Kingston, TN 37763

# Invoice

Invoice #: 244  
Invoice Date: 9/1/21  
Due Date: 9/1/21  
Case:  
P.O. Number:

**Bill To:**  
Bonnet Creek Resort CDD  
219 E. Livingston St.  
Orlando, FL 32801

1-1

Description	Hours/Qty	Rate	Amount
Field Management - September 2021 320.538 340		4,748.00	4,748.00
July Charges : WW Grainger, Nation Traffic Signs, Lowes		1,016.96	1,016.96
<b>Total</b>			<b>\$5,764.96</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$5,764.96</b>



## INVOICE

INVOICE #	INVOICE DATE
ON 262337	9/15/2021
TERMS	PO NUMBER
Net 30	

**Bill To:**

Bonnet Creek Resort CDD  
c/o Governmental Management Services, LLC  
6200 Lee Vista Blvd  
Suite 300  
Orlando, FL 32822

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Property Name:** Bonnet Creek Resort CDD

**Invoice Due Date:** October 15, 2021

**Invoice Amount:** \$16,500.00

Description	Current Amount
Monthly Maintenance September 2021	\$16,500.00

**Invoice Total** **\$16,500.00**

EXCELLENCE  
IN COMMERCIAL LANDSCAPING

RECEIVED

**Should you have any questions or inquiries please call (386) 437-6211.**

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286

Donald W McIntosh Associates Inc.  
2200 Park Avenue North  
Winter Park, FL 32789-2355  
(407) 644-4068

Bonnet Creek Resort CDD  
George Flint  
6200 Lee Vista Boulevard, Suite 300  
Orlando, FL 32822

Invoice number 41557  
Date 09/24/2021

Project 22234 Bonnet Creek Resort CDD  
General Consulting

01-16 310.513.311  
031-51 600.538.61

For Period Through September 10, 2021

Invoice Summary

Description	Current Billed
CDD general consulting	31.2501
CDD inspections	0.00
CDD miscellaneous meetings	625.0001
CDD Intersection improvements	970.00031
CDD irrigation pump upgrade	0.00
Reimbursable Expenses	37.50 01
Total	1,663.75

Professional Fee Detail

	Hours	Rate	Billed Amount
Design Technician	1.00	75.00	75.00
Project Manager Assistant	1.50	55.00	82.50
Sr. Reg. Engineer; Eng. Project Manager	11.75	125.00	1,468.75
Professional Fee Detail subtotal	14.25		1,626.25

Reimbursable Expenses

	Units	Rate	Billed Amount
Mileage	75.00	0.50	37.50

Invoice total 1,663.75

**Invoice Supporting Detail**

**22234 Bonnet Creek Resort CDD General Consulting**  
**000 CDD general consulting**

Phase Status: Active

Billing Cutoff: 09/10/2021

Date	Units	Rate	Amount
------	-------	------	--------

**Labor** WIP Status: Billable

Sr. Reg. Engineer; Eng. Project Manager

James C. Nugent

Time Per Contract

09/08/2021 0.25 125.00 31.25

*Review FDOT bridge inspection report, send copy to GMS to coordinate repair items.*

Subtotal 0.25 31.25

Labor total 0.25 31.25

**001 CDD inspections**

Phase Status: Active

Billing Cutoff: 09/10/2021

Date	Units	Rate	Amount
------	-------	------	--------

WIP Status:

Subtotal 0.00

total 0.00

**002 CDD miscellaneous meetings**

Phase Status: Active

Billing Cutoff: 09/10/2021

Date	Units	Rate	Amount
------	-------	------	--------

**Labor** WIP Status: Billable

Sr. Reg. Engineer; Eng. Project Manager

James C. Nugent

Time Per Contract

09/01/2021 1.00 125.00 125.00

*Review CDD board meeting agenda, prepare for meeting.*

Time Per Contract

09/02/2021 4.00 125.00 500.00

*Prep for and attend CDD meeting on site.*

Subtotal 5.00 625.00

Labor total 5.00 625.00

**005 CDD intersection improvements**

Phase Status: Active

Billing Cutoff: 09/10/2021

Date	Units	Rate	Amount
------	-------	------	--------

**Labor** WIP Status: Billable

Design Technician

Chris D. Chandler

Time Per Contract

09/02/2021 1.00 75.00 75.00

*Assist with wayfinding sign graphics.*

Subtotal 1.00 75.00

Project Manager Assistant

Michelle I. Boswell

Time Per Contract

08/16/2021 0.50 55.00 27.50

*Process Pay Application No. 5*

Time Per Contract

08/27/2021 1.00 55.00 55.00

## Invoice Supporting Detail

### 22234 Bonnet Creek Resort CDD General Consulting 005 CDD intersection improvements

Phase Status: Active

Billing Cutoff: 09/10/2021

Date	Units	Rate	Amount
------	-------	------	--------

#### Labor WIP Status: Billable

Project Manager Assistant  
Michelle I. Boswell

Process RCID Project Information Form and Upload files to BIM360

Subtotal	1.50		82.50
----------	------	--	-------

Sr. Reg. Engineer; Eng. Project Manager

James C. Nugent

Time Per Contract	09/01/2021	3.50	125.00	437.50
-------------------	------------	------	--------	--------

Site visit to stake out wayfinding sign locations.

Time Per Contract	09/02/2021	0.75	125.00	93.75
-------------------	------------	------	--------	-------

Prepare updated plan/graphics for wayfinding sign stakeout.

Time Per Contract	09/10/2021	2.25	125.00	281.25
-------------------	------------	------	--------	--------

Review pay application from entry sign contractor, prepare way finding signs stakeout plans

Subtotal	6.50		812.50
Labor total	9.00		970.00

### 007 CDD irrigation pump upgrade

Phase Status: Closed

Billing Cutoff: 09/10/2021

Date	Units	Rate	Amount
------	-------	------	--------

WIP Status:

Subtotal			0.00
total			0.00

### 999 Reimbursable Expenses

Phase Status: Active

Billing Cutoff: 09/10/2021

Date	Units	Rate	Amount
------	-------	------	--------

#### Expense WIP Status: Billable

James C. Nugent

Expense Report

Mileage	09/01/2021	75.00	0.50	37.50
---------	------------	-------	------	-------

Subtotal	75.00		37.50
Expense total	75.00		37.50



**Bonnet Creek Resort Community Development District**  
**c/o Governmental Management Services**  
**219 E Livingston St**  
**Orlando, FL 32801**

## INVOICE

Customer	Bonnet Creek Resort Community Development District
Acct #	254
Date	09/20/2021
Customer Service	Kristina Rudez
Page	1 of 1

Payment Information	
Invoice Summary	\$ 842.00
Payment Amount	
Payment for:	Invoice#14650
100121527	

Thank You



Please detach and return with payment

1-65  
300.155.100

Customer: Bonnet Creek Resort Community Development District

Invoice	Effective	Transaction	Description	Amount
14650	10/01/2021	Policy change	Policy #100121527 10/01/2021-10/01/2022 Florida Insurance Alliance Package - updated Property Due Date: 9/20/2021	842.00
				Total
				\$ 842.00
FOR PAYMENTS SENT OVERNIGHT: Egis Insurance Advisors LLC, P.O. Third Wholesale Lockbox, Lockbox #234021, 4900 W. 96th St Oakdale, IL 60463				Thank You

RECEIVED

SEP 20 2021

**Remit Payment To: Egis Insurance Advisors, LLC**  
 Lockbox 234021 PO Box 84021  
 Chicago, IL 60689-4002

(321)233-9839

scilmer@egisadvisors.com

Date

09/20/2021

Invoice

**Invoice #:** 245  
**Invoice Date:** 9/17/21  
**Due Date:** 9/17/21  
**Case:**  
**P.O. Number:**

Description	Hours/Qty	Rate	Amount
Assessment Roll Certification - FY 2022		3,000.00	3,000.00
<div style="text-align: center;">RECEIVED</div>			
		Total	\$3,000.00
		Payments/Credits	\$0.00
		Balance Due	\$3,000.00



# LATHAM, LUNA, EDEN & BEAUDINE, LLP

ATTORNEYS AT LAW

201 S. ORANGE AVE, STE 1400  
ORLANDO, FLORIDA 32801  
POST OFFICE BOX 3353  
ORLANDO, FLORIDA 32802  
TELEPHONE: (407) 481-5800  
FACSIMILE: (407) 481-5801

September 16, 2021

RECEIVED

Bonnet Creek CDD  
c/o Governmental Management Services  
219 E. LIVINGSTON STREET  
Orlando, FL 32801

## INVOICE

Matter ID: 2131-001  
General

Invoice #: 99192  
Federal ID #: 59-3366512

### For Professional Services Rendered:

08/04/2021	JAC	Work on finalization of Hilton Agreement; related emails with Park Hotels and District Manager.	0.30 hr	\$88.50
08/05/2021	JAC	Participate in Board of Supervisors' meeting by telephone; emails with Park Hotels and District Engineer re: Indemnification Agreement.	0.90 hr	265.50
08/06/2021	JAC	Emails with Park Hotels re: Indemnification Agreement.	0.20 hr	59.00
08/09/2021	JAC	Emails with Hilton/Park Hotels re: execution of Indemnification Agreement.	0.20 hr	59.00
Total Professional Services:				\$472.00

### For Disbursements Incurred:

08/31/2021	Print Expense			\$15.00
Total Disbursements Incurred:				\$15.00

### INVOICE SUMMARY

For Professional Services:	1.60 Hours	\$472.00
For Disbursements Incurred:		15.00
Total Due:		\$487.00

Billed Through: August 31, 2021

**September 1, 2021**

Bonnet Creek Resort CDD  
6200 Lee Vista Blvd., Suite 300  
Orlando, FL 32822  
Attn: Megan Byington

Re: Invoice for Professional Services Rendered  
for the Period Ending August 31, 2021

Project: Bonnet Creek Resort CDD  
Irrigation Pump Station  
Boyd Environmental Project No: 079-A-02  
Invoice # 4296



<u>Employee Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Fee</u>
Professional Engineer	3.50	\$130.00	\$455.00
Project Engineer	0.00	104.00	0.00
Technician	0.00	65.00	0.00
Clerical	0.00	35.00	0.00
		Subtotal	\$455.00
		Add Reimbursable Expenses (Breakdown Below)	2.40
		Total Amount Due and Payable	\$457.40

Payment Due Within 30 Days of Invoice Date

Reimbursable Expense Breakdown

Copies 24 @\$0.10 = \$2.40

Professional Services Included:

1. Miscellaneous project coordination with Client, DWMA, ProPump and Watertronics from 4/1/21 through 8/31/21.

Thank you for the opportunity to provide these services.

James C. Boyd, P.E.  
President

RECEIVED

175 West Broadway Street - Suite 101 - Oviedo, Florida 32765

Phone (407) 542-4919 Fax (407) 542-4920 C.O.A. #6444

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: PROJECT: Bonnet Creek Resort CDD Bonnet Creek Resort Community

C/O Governmental Management Services - Central Florida, LLC  
219 E. Livingston Street, Orlando, FL 32801  
Attn: George Flint, District Manager

FROM CONTRACTOR: Don Bell Signs, LLC

365 Oak Place

Port Orange, FL 32127

CONTRACT FOR SIGNAGE

PAGE ONE OF PAGES

APPLICATION # 5  
PERIOD TO 08/31/21

PROJECT NOS:

Distribution to:

Owner	
Const. Mgr	
Architect	
Contractor	

31-75

VIA ARCHITECT

CONTRACT DATE: 06/24/20

31-60-538-607

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$ 721,840.00
2. Net change by Change Orders	\$ 110,087.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 831,927.00
4. TOTAL COMPLETED & STORED TO DATE (Column B on Continuation Sheet)	\$ 485,030.00

### 5. RETAINAGE:

a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$ 46,503.00
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	\$ 46,503.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 418,527.00
---	---------------

### 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)	\$ 358,944.30
8. CURRENT PAYMENT DUE	\$ 59,582.70

### 9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)	\$ 413,400.00
----------------------	---------------

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$110,087.00	
Total approved this Month		
TOTALS	\$110,087.00	
NET CHANGES by Change Order	\$110,087.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that no amount payment shown therein is now due.

CONTRACTOR: Don Bell Signs, LLC

By:

Date: 8/26/21

State of:

County of:

Subscribed and sworn to before me this 26 day of August 2021



Notary Public: Joanne B. Brannack  
My Commission expires: 7-1-2022

## CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

## AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

See next page

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Signature, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

Bonnet Creek Resort Entry Signs

We hereby verify that the quantities and/or dollar amounts presented for payment appear to be correct to the best of our knowledge, information or belief. This verification is based upon review of the dollar amounts shown in comparison with our understanding of the owner's contract and/or limited onsite observations. We do not guarantee or certify the accuracy of the amounts shown or the quality of the work completed. It is the sole responsibility of the contractor to guarantee all work completion, quality and/or accuracy.

*James C. Huest* *James C. Huest* *9/13/21*  
Signature Name Date

DONALD W. MCINTOSH ASSOCIATES, INC.

2200 Park Avenue North, Winter Park, Florida 32789

\$59,582.70

RECEIVED

Bonnet Creek Resort Community Development District  
2200 Park Avenue North  
Winter Park, FL 32789

Invoice number 97344  
Date 09/28/2021  
Project Manager Gregory S. Witherspoon

Attn: James Nugent, PE  
Director of Engineering

Project 215-012-11 BONNET CREEK RESORT  
PROPOSED NEW ENTRY MONUMENT  
SIGNS & LA DESIGN

Canin FEIN: 59-2031776

For Professional Services for the Period Ending September 3, 2021

031-68  
31-600-336-602

**Landscape Architectural Services for the Proposed New Bonnet Creek Resort Entry Monument Signs  
and Associated Landscape Design for the New Intersection at Buena Vista Drive**

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billing
101 Bonnet Creek Sign Construction Documents	29,900.00	100.00	29,900.00	29,900.00	0.00
102 Additional Services related to ROW Negotiation with RCID (CO No: 01)	6,000.00	100.00	6,000.00	6,000.00	0.00
<b>200 Change Order No. 2 (bidding, negotiation, permitting, construction admin)</b>					
201 Bidding and Negotiation	9,000.00	100.00	9,000.00	9,000.00	0.00
202 Permitting	4,000.00	100.00	4,000.00	4,000.00	0.00
203 Construction Administration	12,500.00	100.00	12,500.00	11,950.00	550.00
<b>300 Change Order No. 3 (revise CDs - EastWall Relocation/West Wall Change)</b>					
301 Revised Construction Documents	6,000.00	100.00	6,000.00	6,000.00	0.00
<b>400 Change Order No. 4 (Revise CDs - Structural for E Sign Wall)</b>					
401 Revised Construction Documents (Structural)	12,000.00	100.00	12,000.00	12,000.00	0.00
Total	79,400.00	100.00	79,400.00	78,850.00	550.00

Invoice total **\$550.00**

**Progress Report**

For Professional Services for the Period Ending September 3, 2021

- > Lighting Design updates
- > Conduct site visit related to Bismark transplanting

Donald W McIntosh Associates Inc.  
2200 Park Avenue North  
Winter Park, FL 32789-2355  
(407) 644-4088

Bonnet Creek Resort CDD  
George Flint  
6200 Lee Vista Boulevard, Suite 300  
Orlando, FL 32822

Invoice number 41557  
Date 09/24/2021

Project 22234 Bonnet Creek Resort CDD  
General Consulting 01-16 310.513  
031-51 600.538

For Period Through September 10, 2021

Invoice Summary

Description	Current Billed
CDD general consulting	31.2501
CDD inspections	0.00
CDD miscellaneous meetings	625.0001
CDD intersection improvements	970.00031
CDD irrigation pump upgrade	0.00
Reimbursable Expenses	37.50 01
Total	1,663.75

Professional Fee Detail

	Hours	Rate	Billed Amount
Design Technician	1.00	75.00	75.00
Project Manager Assistant	1.50	55.00	82.50
Sr. Reg. Engineer; Eng. Project Manager	11.75	125.00	1,468.75
Professional Fee Detail subtotal	14.25		1,626.25

Reimbursable Expenses

	Units	Rate	Billed Amount
Mileage	75.00	0.50	37.50

Invoice total 1,663.75

**Invoice Supporting Detail**

22234 Bonnet Creek Resort CDD General Consulting  
 000 CDD general consulting

Phase Status: Active

Billing Cutoff: 09/10/2021

**Labor** WIP Status: Billable  
 Sr. Reg. Engineer; Eng. Project Manager  
 James C. Nugent  
 Time Per Contract

Date	Units	Rate	Amount
09/08/2021	0.25	125.00	31.25
<i>Review FDOT bridge inspection report, send copy to GMS to coordinate repair items.</i>			
Subtotal	0.25		31.25
Labor total	0.25		31.25

**001 CDD inspections**

Phase Status: Active

Billing Cutoff: 09/10/2021

WIP Status:

Date	Units	Rate	Amount
Subtotal			0.00
total			0.00

**002 CDD miscellaneous meetings**

Phase Status: Active

Billing Cutoff: 09/10/2021

**Labor** WIP Status: Billable  
 Sr. Reg. Engineer; Eng. Project Manager  
 James C. Nugent

Time Per Contract	09/01/2021	1.00	125.00	125.00
<i>Review CDD board meeting agenda, prepare for meeting.</i>				
Time Per Contract	09/02/2021	4.00	125.00	500.00
<i>Prep for and attend CDD meeting on site.</i>				
Subtotal		5.00		625.00
Labor total		5.00		625.00

**005 CDD intersection improvements**

Phase Status: Active

Billing Cutoff: 09/10/2021

**Labor** WIP Status: Billable

Design Technician  
 Chris D. Chandler

Time Per Contract	09/02/2021	1.00	75.00	75.00
<i>Assist with wayfinding sign graphics.</i>				
Subtotal		1.00		75.00

Project Manager Assistant

Michelle I. Boswell

Time Per Contract	08/16/2021	0.50	55.00	27.50
<i>Process Pay Application No. 5</i>				
Time Per Contract	08/27/2021	1.00	55.00	55.00

**Invoice Supporting Detail**

22234 Bonnet Creek Resort CDD General Consulting  
005 CDD intersection improvements

Phase Status: Active

Billing Cutoff: 09/10/2021

**Labor**

WIP Status: Billable

Project Manager Assistant

Michelle I. Boswell

Process RCID Project Information Form and Upload files to BIM360

Subtotal	1.50	82.50
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Sr. Reg. Engineer; Eng. Project Manager

James C. Nugent

Time Per Contract	09/01/2021	3.50	125.00	437.50
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Site visit to stake out wayfinding sign locations.

Time Per Contract	09/02/2021	0.75	125.00	93.75
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Prepare updated plan/graphics for wayfinding sign stakeout.

Time Per Contract	09/10/2021	2.25	125.00	281.25
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Review pay application from entry sign contractor, prepare way finding signs stakeout plans

Subtotal	6.50	812.50
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Labor total	9.00	970.00
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007 CDD irrigation pump upgrade

Phase Status: Closed

Billing Cutoff: 09/10/2021

WIP Status:

Subtotal	0.00
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total	0.00
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999 Reimbursable Expenses

Phase Status: Active

Billing Cutoff: 09/10/2021

**Expense**

WIP Status: Billable

James C. Nugent

Expense Report

Mileage

09/01/2021	75.00	0.50	37.50
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Subtotal	75.00	37.50
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Expense total	75.00	37.50
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## SECTION 2

***Bonnet Creek Resort***  
***Community Development District***

***Unaudited Financial Reporting***  
***September 30, 2021***

**GMS**

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<b>5</b>	<u>Capital Projects Fund</u>
<b>6-7</b>	<u>Month to Month</u>
<b>8</b>	<u>Long-Term Debt</u>
<b>9</b>	<u>Assessment Receipt Schedule</u>

**Bonnet Creek Resort**  
Community Development District  
**Combined Balance Sheet**  
September 30, 2021

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
Operating Account - Wells Fargo	\$ 29,542	\$ -	\$ -	\$ 29,542
Checking - Centennial Bank	\$ 2,514	\$ -	\$ -	\$ 2,514
Accounts Receivable	\$ 4,618	\$ -	\$ -	\$ 4,618
Investment - SBA Fund A	\$ 267,834	\$ -	\$ -	\$ 267,834
Investment - Suntrust	\$ 45,575	\$ -	\$ -	\$ 45,575
Investment - Regions	\$ 33,897	\$ -	\$ -	\$ 33,897
Investment - Capital Reserves	\$ -	\$ -	\$ 259,986	\$ 259,986
Investment - SBA Fund Reserve Series 2016	\$ -	\$ -	\$ 281,526	\$ 281,526
Revenue Fund	\$ -	\$ 34	\$ -	\$ 34
Reserve Fund	\$ -	\$ 1,038,531	\$ -	\$ 1,038,531
Prepayment Fund	\$ -	\$ 181	\$ -	\$ 181
Prepaid Expenses	\$ 19,370	\$ -	\$ -	\$ 19,370
<b>Total Assets</b>	<b>\$ 403,349</b>	<b>\$ 1,038,746</b>	<b>\$ 541,512</b>	<b>\$ 1,983,607</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 16,305	\$ -	\$ 208,633	\$ 224,938
<b>Total Liabilities</b>	<b>\$ 16,305</b>	<b>\$ -</b>	<b>\$ 208,633</b>	<b>\$ 224,938</b>
<b>Fund Balances:</b>				
Unassigned	\$ 387,044	\$ -	\$ -	\$ 387,044
Assigned for Debt Service	\$ -	\$ 1,038,746	\$ -	\$ 1,038,746
Assigned for Capital Projects	\$ -	\$ -	\$ 332,879	\$ 332,879
<b>Total Fund Balances</b>	<b>\$ 387,044</b>	<b>\$ 1,038,746</b>	<b>\$ 332,879</b>	<b>\$ 1,758,669</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 403,349</b>	<b>\$ 1,038,746</b>	<b>\$ 541,512</b>	<b>\$ 1,983,607</b>

**Bonnet Creek Resort**  
Community Development District  
General Fund  
Statement of Revenues, Expenditures, and Changes in Fund Balance  
For The Period Ending September 30, 2021

	Adopted Budget	Prorated Budget Thru 09/30/21	Actual Thru 09/30/21	Variance
<b>Revenues</b>				
Maintenance Assessments - Off Roll	\$ 858,876	\$ 858,876	\$ 858,877	\$ 1
Interest Income	\$ 150	\$ 150	\$ 219	\$ 69
Reuse Water Fees - Wyndham	\$ 8,000	\$ 8,000	\$ 10,724	\$ 2,724
Reuse Water Fees - Golf Course	\$ 27,000	\$ 27,000	\$ 26,021	\$ (979)
Reuse Water Fees - Hilton	\$ 4,000	\$ 4,000	\$ 4,916	\$ 916
Reuse Water Fees - Marriott	\$ 1,000	\$ 1,000	\$ 2,155	\$ 1,155
<b>Total Revenues</b>	<b>\$ 899,026</b>	<b>\$ 899,026</b>	<b>\$ 902,912</b>	<b>\$ 3,886</b>

**Expenditures:**

**General & Administrative:**

Supervisor Fees	\$ 6,000	\$ 6,000	\$ 8,000	\$ (2,000)
Engineering Fees	\$ 20,000	\$ 20,000	\$ 23,155	\$ (3,155)
Trustee Fees	\$ 6,000	\$ 6,000	\$ 5,388	\$ 613
Legal Services	\$ 20,000	\$ 20,000	\$ 17,051	\$ 2,949
Assessment Roll Services	\$ 3,000	\$ 3,000	\$ 3,000	\$ -
Auditing Services	\$ 3,100	\$ 3,100	\$ 3,100	\$ -
Arbitrage Rebate Calculation	\$ 450	\$ 450	\$ 450	\$ -
District Management Fees	\$ 32,914	\$ 32,914	\$ 32,914	\$ 0
Information Technology	\$ 1,200	\$ 1,200	\$ 1,258	\$ (58)
Insurance - Professional Liability	\$ 7,223	\$ 7,223	\$ 6,894	\$ 329
Telephone	\$ 100	\$ 100	\$ -	\$ 100
Legal Advertising	\$ 2,100	\$ 2,100	\$ 1,748	\$ 352
Postage	\$ 1,900	\$ 1,900	\$ 1,076	\$ 824
Printing & Binding	\$ 1,200	\$ 1,200	\$ 681	\$ 519
Office Supplies	\$ 300	\$ 300	\$ 148	\$ 152
Bank Fees	\$ 150	\$ 150	\$ 2,095	\$ (1,945)
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Contingency	\$ -	\$ -	\$ 391	\$ (391)
<b>Total General &amp; Administrative:</b>	<b>\$ 105,812</b>	<b>\$ 105,812</b>	<b>\$ 107,521</b>	<b>\$ (1,709)</b>

**Operation and Maintenance**

Field Management	\$ 56,976	\$ 56,976	\$ 56,976	\$ -
<b>Utility Services</b>				
Utility Services	\$ 14,000	\$ 14,000	\$ 13,050	\$ 950
Street Lights - Usage	\$ 3,900	\$ 3,900	\$ 3,188	\$ 712
Street Lights - Lease & Maintenance Agreement	\$ 66,000	\$ 66,000	\$ 64,368	\$ 1,632
Water Service - Reuse Water	\$ 43,000	\$ 43,000	\$ 30,953	\$ 12,047
SFWMD Water Use Compliance Report	\$ 5,000	\$ 5,000	\$ -	\$ 5,000

# Bonnet Creek Resort

Community Development District

## General Fund

### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2021

	Adopted Budget	Prorated Budget Thru 09/30/21	Actual Thru 09/30/21	Variance
<b>Stormwater Control - Bonnet Creek Resort</b>				
Oc/Dep Quarterly Well Monitoring Report	\$ 1,500	\$ 1,500	\$ 1,810	\$ (310)
Wetland & Upland Monitoring Services - (Bda)	\$ 3,000	\$ 3,000	\$ 36	\$ 2,964
Pond & Embankment Aquatic Treatment - (Awc)	\$ 15,396	\$ 15,396	\$ 15,246	\$ 150
Irrigation Pond Treatment - Solitude	\$ 2,737	\$ 2,737	\$ 2,718	\$ 19
Nuisance/Exotic Species Maintenance - (Awc)	\$ 11,000	\$ 11,000	\$ -	\$ 11,000
<b>Stormwater Control - Crosby Island Marsh</b>				
Nuisance/Exotic Species Maintenance - (Awc)	\$ 7,500	\$ 7,500	\$ 7,500	\$ -
Nuisance/Exotic Species Maintenance - (Bda)	\$ 4,500	\$ 4,500	\$ 2,702	\$ 1,798
Embankment Mowing - (A. E. Smith)	\$ 6,000	\$ 6,000	\$ 2,550	\$ 3,450
<b>Other Physical Environment</b>				
Property Insurance	\$ 6,463	\$ 6,463	\$ 6,463	\$ -
Entry, Fence, Walls & Gates Maintenance	\$ 24,500	\$ 24,500	\$ 862	\$ 23,638
Pump Station Maintenance	\$ 2,500	\$ 2,500	\$ 2,617	\$ (117)
Pump Station Repairs	\$ 7,500	\$ 7,500	\$ -	\$ 7,500
Landscape & Irrigation Maintenance	\$ 198,074	\$ 198,074	\$ 198,000	\$ 74
Irrigation Repairs	\$ 3,500	\$ 3,500	\$ 2,749	\$ 751
Landscape Replacement	\$ 19,500	\$ 19,500	\$ 10,128	\$ 9,373
Lift Station Maintenance	\$ 2,500	\$ 2,500	\$ 1,250	\$ 1,250
<b>Road &amp; Street Facilities</b>				
Roadway Repair & Maintenance	\$ 13,000	\$ 13,000	\$ 9,110	\$ 3,890
Highway Directional Signage - (R&M)	\$ 10,000	\$ 10,000	\$ 706	\$ 9,294
Roadway Directory Signage - (R&M)	\$ 5,500	\$ 5,500	\$ -	\$ 5,500
Sidewalk/Curb Cleaning	\$ 12,000	\$ 12,000	\$ 12,000	\$ -
Contingency	\$ 20,000	\$ 20,000	\$ 2,738	\$ 17,262
<b>Total Operation and Maintenance</b>	<b>\$ 565,546</b>	<b>\$ 565,546</b>	<b>\$ 447,720</b>	<b>\$ 117,826</b>
<b>Total Expenditures</b>	<b>\$ 671,358</b>	<b>\$ 671,358</b>	<b>\$ 555,241</b>	<b>\$ 116,117</b>
<b>Other Financing Sources/(Uses)</b>				
Transfer Out - Capital Reserve	\$ (326,713)	\$ (326,713)	\$ (476,713)	\$ (150,000)
Transfer Out - Debt Service	\$ -	\$ -	\$ (7,150)	\$ (7,150)
<b>Total Other Financing Sources (Uses)</b>	<b>\$ (326,713)</b>	<b>\$ (326,713)</b>	<b>\$ (483,863)</b>	<b>\$ (157,150)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (99,045)</b>		<b>\$ (136,192)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 99,045</b>		<b>\$ 523,236</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 387,044</b>	

**Bonnet Creek Resort**  
Community Development District  
**Debt Service Fund - Series 2016**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
For The Period Ending September 30, 2021

	Adopted Budget	Prorated Budget Thru 09/30/21	Actual Thru 09/30/21	Variance
<b>Revenues</b>				
Assessments - Direct Billed	\$ 2,083,132	\$ 2,083,132	\$ 2,083,132	\$ -
Interest Income	\$ 6,000	\$ 6,000	\$ 72	\$ (5,928)
<b>Total Revenues</b>	<b>\$ 2,089,132</b>	<b>\$ 2,089,132</b>	<b>\$ 2,083,204</b>	<b>\$ (5,928)</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 484,988	\$ 484,988	\$ 484,988	\$ -
Principal - 5/1	\$ 1,130,000	\$ 1,130,000	\$ 1,130,000	\$ -
Interest - 5/1	\$ 484,988	\$ 484,988	\$ 484,988	\$ -
<b>Total Expenditures</b>	<b>\$ 2,099,975</b>	<b>\$ 2,099,975</b>	<b>\$ 2,099,975</b>	<b>\$ -</b>
<b>Other Sources/(Uses)</b>				
Transfer In	\$ -	\$ -	\$ 7,150	\$ 7,150
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,150</b>	<b>\$ 7,150</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (10,843)</b>		<b>\$ (9,621)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 10,843</b>		<b>\$ 1,048,368</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 1,038,746</b>	

**Bonnet Creek Resort**  
Community Development District  
**Capital Projects Fund Budget**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
For The Period Ending September 30, 2021

	Adopted Budget	Prorated Budget Thru 09/30/21	Actual Thru 09/30/21	Variance
<b>Revenues</b>				
Transfer In - Capital Projects	\$ 326,713	\$ 326,713	\$ 476,713	\$ 150,000
Interest Income	\$ 50	\$ 50	\$ 1,127	\$ 1,077
<b>Total Revenues</b>	<b>\$ 326,763</b>	<b>\$ 326,763</b>	<b>\$ 477,840</b>	<b>\$ 151,077</b>
<b>Expenditures:</b>				
Sidewalk/Curb Repairs	\$ 15,000	\$ 15,000	\$ -	\$ 15,000
Irrigation Improvement	\$ -	\$ -	\$ 1,135,259	\$ (1,135,259)
Entry Monument	\$ 905,000	\$ 905,000	\$ 657,654	\$ 247,346
Stacking Lane	\$ 311,763	\$ 311,763	\$ -	\$ 311,763
Contingency	\$ -	\$ -	\$ 130	\$ (130)
<b>Total Expenditures</b>	<b>\$ 1,231,763</b>	<b>\$ 1,231,763</b>	<b>\$ 1,793,043</b>	<b>\$ (561,280)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (905,000)</b>		<b>\$ (1,315,203)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 905,000</b>		<b>\$ 1,648,082</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 332,879</b>	



# Bonnet Creek Resort

## Community Development District

### Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Revenues</b>													
Maintenance Assessments - Off Roll	\$ 55,377	\$ 159,332	\$ -	\$ -	\$ 55,397	\$ -	\$ 19,166	\$ 195,553	\$ -	\$ 19,166	\$ 195,553	\$ -	\$ 859,877
Interest Income	\$ 6	\$ 4	\$ 4	\$ 4	\$ 6	\$ 31	\$ 28	\$ 26	\$ 22	\$ 45	\$ 24	\$ 20	\$ 219
Reuse Water Fees - Windham	\$ 900	\$ 547	\$ 404	\$ 531	\$ 553	\$ 473	\$ 1,859	\$ 1,716	\$ 1,170	\$ 509	\$ 1,111	\$ 979	\$ 10,724
Reuse Water Fees - Golf Course	\$ 3,151	\$ 798	\$ 777	\$ 1,605	\$ 1,374	\$ 4,406	\$ 2,014	\$ 6,355	\$ 1,209	\$ 1,908	\$ 1,139	\$ 1,286	\$ 26,021
Reuse Water Fees - Hillon	\$ 908	\$ 263	\$ 294	\$ 326	\$ 255	\$ 316	\$ 577	\$ 576	\$ 463	\$ 309	\$ 255	\$ 376	\$ 4,916
Reuse Water Fees - Marriott	\$ 395	\$ 98	\$ 119	\$ 110	\$ 136	\$ 140	\$ 129	\$ 163	\$ 283	\$ 145	\$ 253	\$ 186	\$ 2,155
<b>Total Revenues</b>	<b>\$ 60,737</b>	<b>\$ 161,042</b>	<b>\$ 1,597</b>	<b>\$ 161,907</b>	<b>\$ 57,720</b>	<b>\$ 5,265</b>	<b>\$ 23,743</b>	<b>\$ 204,389</b>	<b>\$ 3,147</b>	<b>\$ 22,082</b>	<b>\$ 198,336</b>	<b>\$ 2,847</b>	<b>\$ 902,942</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ -	\$ 1,000	\$ -	\$ -	\$ 1,600	\$ -	\$ 800	\$ 1,600	\$ 800	\$ 1,000	\$ 600	\$ 600	\$ 8,000
Engineering Fees	\$ 1,975	\$ 2,717	\$ -	\$ 1,837	\$ 2,047	\$ 948	\$ 1,579	\$ 1,391	\$ 944	\$ 1,058	\$ 7,965	\$ 694	\$ 23,155
Trustee Fees	\$ -	\$ 5,388	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,388
Legal Services	\$ 1,176	\$ 1,216	\$ 22	\$ 679	\$ 2,948	\$ 1,831	\$ 1,593	\$ 1,486	\$ 3,058	\$ 1,561	\$ 487	\$ 995	\$ 17,051
Assessment Roll Services	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000
Auditing Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,100
Arbitrage Rebate Calculation	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
District Management Fees	\$ 2,743	\$ 2,743	\$ 2,743	\$ 2,743	\$ 2,743	\$ 2,743	\$ 2,743	\$ 2,743	\$ 2,743	\$ 2,743	\$ 2,743	\$ 2,743	\$ 32,914
Information Technology	\$ 110	\$ 149	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,258
Insurance - Professional Liability	\$ 6,894	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,894
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ 785	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 568	\$ 395	\$ 1,748
Postage	\$ 191	\$ 9	\$ 147	\$ 29	\$ 106	\$ 141	\$ 11	\$ 172	\$ 61	\$ 7	\$ 192	\$ 11	\$ 1,076
Printing & Binding	\$ 3	\$ 64	\$ 4	\$ 64	\$ 94	\$ 16	\$ 66	\$ 65	\$ 62	\$ 46	\$ 58	\$ 140	\$ 681
Office Supplies	\$ 18	\$ 1	\$ 15	\$ 1	\$ 15	\$ 1	\$ 7	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 148
Bank Fees	\$ 7	\$ 82	\$ 347	\$ 201	\$ 196	\$ 236	\$ 290	\$ 141	\$ 154	\$ 149	\$ 144	\$ 148	\$ 2,095
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Contingency	\$ -	\$ 391	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 391
<b>Total General &amp; Administrative</b>	<b>\$ 17,077</b>	<b>\$ 14,208</b>	<b>\$ 3,378</b>	<b>\$ 5,652</b>	<b>\$ 9,848</b>	<b>\$ 6,015</b>	<b>\$ 10,289</b>	<b>\$ 7,716</b>	<b>\$ 7,940</b>	<b>\$ 6,682</b>	<b>\$ 12,873</b>	<b>\$ 5,844</b>	<b>\$ 107,521</b>
<b>Operation and Maintenance</b>													
Field Management	\$ 4,748	\$ 4,748	\$ 4,748	\$ 4,748	\$ 4,748	\$ 4,748	\$ 4,748	\$ 4,748	\$ 4,748	\$ 4,748	\$ 4,748	\$ 4,748	\$ 56,976
Utility Services	\$ 818	\$ 902	\$ 1,057	\$ 877	\$ 1,144	\$ 1,337	\$ 1,148	\$ 1,246	\$ 1,390	\$ 1,038	\$ 829	\$ 1,265	\$ 13,050
Street Lights - Usage	\$ 278	\$ 285	\$ 278	\$ 257	\$ 257	\$ 257	\$ 260	\$ 260	\$ 260	\$ 260	\$ 260	\$ 277	\$ 3,188
Street Lights - Lease & Maintenance Agreement	\$ 5,366	\$ 5,358	\$ 5,366	\$ 5,365	\$ 5,365	\$ 5,365	\$ 5,363	\$ 5,363	\$ 5,363	\$ 5,363	\$ 5,365	\$ 5,366	\$ 64,368
Water Service - Reuse Water	\$ -	\$ 2,212	\$ 3,079	\$ -	\$ 2,096	\$ 6,235	\$ -	\$ 5,665	\$ 8,119	\$ -	\$ 1,418	\$ 2,128	\$ 30,953
SFWMD Water Use Compliance Report	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

# Bonnet Creek Resort

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Stormwater Control - Bonnet Creek Resort</b>													
Occasional Quarterly Well Monitoring Report	\$ -	\$ -	\$ 364	\$ -	\$ -	\$ 364	\$ 354	\$ -	\$ -	\$ -	\$ 364	\$ -	\$ 1,810
Wetland & Upland Monitoring Services - (Bda)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36
Pond & Embankment Aquatic Treatment - (Awc)	\$ 1,694	\$ -	\$ 1,694	\$ -	\$ 1,694	\$ -	\$ 1,694	\$ 1,694	\$ 1,694	\$ 1,694	\$ 1,694	\$ 1,694	\$ 15,246
Irrigation Pond Treatment - Solitude	\$ 221	\$ 221	\$ 228	\$ 228	\$ 228	\$ 228	\$ 228	\$ 228	\$ 228	\$ 228	\$ 228	\$ 228	\$ 2,718
Nuisance/Exotic Species Maintenance - (Awc)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Stormwater Control - Crosby Island Marsh</b>													
Nuisance/Exotic Species Maintenance - (Awc)	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ 7,500
Nuisance/Exotic Species Maintenance - (Bda)	\$ 649	\$ -	\$ 355	\$ 446	\$ -	\$ -	\$ -	\$ -	\$ 470	\$ -	\$ -	\$ 782	\$ 2,702
Embankment Mowing - (A. E. Smith)	\$ -	\$ -	\$ -	\$ -	\$ 850	\$ -	\$ 850	\$ -	\$ -	\$ -	\$ -	\$ 850	\$ 2,550
<b>Other Physical Environment</b>													
Property Insurance	\$ 6,463	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,463
Entry, Fence, Walls & Gates Maintenance	\$ -	\$ 862	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 862
Pump Station Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,617	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,617
Pump Station Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape & Irrigation Maintenance	\$ 16,500	\$ 16,500	\$ 16,500	\$ 16,500	\$ 16,500	\$ 16,500	\$ 16,500	\$ 16,500	\$ 16,500	\$ 16,500	\$ 16,500	\$ 16,500	\$ 198,000
Irrigation Repairs	\$ 453	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,296	\$ 1,000	\$ -	\$ -	\$ -	\$ 2,749
Landscape Replacement	\$ 1,625	\$ -	\$ 4,425	\$ -	\$ -	\$ 1,433	\$ -	\$ -	\$ 2,645	\$ -	\$ -	\$ -	\$ 10,128
Lift Station Maintenance	\$ -	\$ -	\$ 300	\$ -	\$ -	\$ 300	\$ -	\$ -	\$ 350	\$ -	\$ -	\$ -	\$ 1,250
<b>Road &amp; Street Facilities</b>													
Roadway Repair & Maintenance	\$ 350	\$ -	\$ -	\$ -	\$ -	\$ 3,500	\$ -	\$ -	\$ 4,680	\$ 580	\$ -	\$ -	\$ 9,110
Highway Directional Signage - (R&M)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 706	\$ -	\$ 706
Roadway Directional Signage - (R&M)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sidewalk/Curb Cleaning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000
Contingency	\$ -	\$ -	\$ -	\$ 9	\$ -	\$ 52	\$ -	\$ 400	\$ -	\$ -	\$ 1,260	\$ 1,017	\$ 2,738
<b>Total Operation and Maintenance</b>	\$ 39,163	\$ 31,089	\$ 38,493	\$ 30,929	\$ 32,882	\$ 42,818	\$ 45,763	\$ 37,400	\$ 47,448	\$ 30,774	\$ 35,507	\$ 35,555	\$ 447,720
<b>Total Expenditures</b>	\$ 56,240	\$ 45,298	\$ 41,770	\$ 36,581	\$ 42,730	\$ 49,833	\$ 56,051	\$ 45,116	\$ 55,288	\$ 37,456	\$ 49,380	\$ 43,398	\$ 555,241
<b>Other Financing Sources (Uses)</b>													
Transfer Out - Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (163,357)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (313,357)	\$ (476,713)
Transfer Out - Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,150)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,150)
<b>Total Other Financing Sources (Uses)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (163,357)	\$ (7,150)	\$ -	\$ -	\$ -	\$ -	\$ (313,357)	\$ (483,863)
<b>Excess Revenues (Expenditures)</b>	\$ 4,497	\$ 115,745	\$ (40,174)	\$ 125,326	\$ 14,990	\$ (206,024)	\$ (39,458)	\$ 159,274	\$ (52,241)	\$ (15,374)	\$ 149,955	\$ (351,908)	\$ (136,192)

**Bonnet Creek Resort**  
**Community Development District**  
**LONG TERM DEBT REPORT**

<b>SERIES 2016 SPECIAL ASSESSMENT BONDS</b>		
INTEREST RATE:	4.50%	
MATURITY DATE:	5/1/2034	
RESERVE FUND DEFINITION	50% of MADS	
RESERVE FUND REQUIREMENT	\$1,038,531	
RESERVE BALANCE	\$1,038,531	
BONDS OUTSTANDING - 10/31/16		\$25,605,000
LESS: PRINCIPAL PAYMENT 5/1/17		(\$945,000)
LESS: PRINCIPAL PAYMENT 5/1/18		(\$990,000)
LESS: PRINCIPAL PAYMENT 5/1/19		(\$1,035,000)
LESS: PRINCIPAL PAYMENT 5/1/20		(\$1,080,000)
LESS: PRINCIPAL PAYMENT 5/1/21		(\$1,130,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$20,425,000</b>

**Bonnet Creek Resort**  
Community Development District  
**OFF ROLL ASSESSMENTS**  
FISCAL YEAR ENDING SEPTEMBER 30, 2021

**Wyndham Vacation Ownership, Inc.**

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
10/6/20	2143391	10/1/20	\$219,676.12	\$219,676.12	\$0.00	\$0.00	\$219,676.12
10/28/20	2146312	10/30/20	\$140,166.45	\$140,166.45	\$0.00	\$140,166.45	\$0.00
1/15/21	2152968	2/1/21	\$140,166.45	\$140,166.45	\$0.00	\$140,166.45	\$0.00
3/24/21	2158724	4/1/21	\$731,511.51	\$731,511.51	\$0.00	\$0.00	\$731,511.51
4/26/21	2160697	4/30/21	\$140,166.45	\$140,166.45	\$0.00	\$140,166.45	\$0.00
8/13/21	2166335	8/1/21	\$140,166.45	\$140,166.45	\$0.00	\$140,166.45	\$0.00
			<b>\$1,511,853.43</b>	<b>\$1,511,853.43</b>	<b>\$0.00</b>	<b>\$560,665.80</b>	<b>\$951,187.63</b>

**JW Marriott**

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
10/7/20	11123918	10/1/20	\$67,206.08	\$67,206.08	\$0.00	\$0.00	\$67,206.08
11/2/20	11147311	10/30/20	\$19,165.82	\$19,165.82	\$0.00	\$19,165.82	\$0.00
1/19/21	11237496	2/1/21	\$19,165.82	\$19,165.82	\$0.00	\$19,165.82	\$0.00
3/22/21	11316069	4/1/21	\$223,793.20	\$223,793.20	\$0.00	\$0.00	\$223,793.20
4/22/21	11344213	4/30/21	\$19,165.82	\$19,165.82	\$0.00	\$19,165.82	\$0.00
7/16/21	11466215	8/1/20	\$19,165.82	\$19,165.82	\$0.00	\$19,165.82	\$0.00
			<b>\$367,662.56</b>	<b>\$367,662.56</b>	<b>\$0.00</b>	<b>\$76,663.28</b>	<b>\$290,999.28</b>

**G/B/H Golf Course**

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
10/28/20	3665	10/1/20	\$37,401.47	\$37,401.47	\$0.00	\$0.00	\$37,401.47
10/19/20	1005791/1006184	10/30/20	\$10,665.09	\$10,665.09	\$0.00	\$10,665.09	\$0.00
2/2/21	1006184	2/1/21	\$10,665.09	\$10,665.09	\$0.00	\$10,665.09	\$0.00
4/5/21	6001273	4/1/21	\$124,545.19	\$124,545.19	\$0.00	\$0.00	\$124,545.19
5/3/21	1006589	4/30/21	\$10,665.09	\$10,665.09	\$0.00	\$10,665.09	\$0.00
8/6/21	6001620	8/1/21	\$10,665.09	\$10,665.09	\$0.00	\$10,665.09	\$0.00
			<b>\$204,607.02</b>	<b>\$204,607.02</b>	<b>\$0.00</b>	<b>\$42,660.36</b>	<b>\$161,946.66</b>

**G/B/H Four Star**

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
10/28/20	3665	10/1/20	\$156,814.12	\$156,814.12	\$0.00	\$0.00	\$156,814.12
10/19/20	1005791	10/31/20	\$44,721.68	\$44,721.68	\$0.00	\$44,721.68	\$0.00
2/2/21	1006184	2/1/21	\$44,721.68	\$44,721.68	\$0.00	\$44,721.68	\$0.00
4/5/21	6001288	4/1/21	\$522,183.88	\$522,183.88	\$0.00	\$0.00	\$522,183.88
5/3/21	6001353	4/30/21	\$44,721.68	\$44,721.68	\$0.00	\$44,721.68	\$0.00
8/6/21	6001620	8/1/21	\$44,721.68	\$44,721.68	\$0.00	\$44,721.68	\$0.00
			<b>\$857,884.72</b>	<b>\$857,884.72</b>	<b>\$0.00</b>	<b>\$178,886.72</b>	<b>\$678,998.00</b>
<b>TOTAL</b>						<b>\$858,876.16</b>	<b>\$2,083,131.57</b>

## SECTION 3

# Bonnet Creek Resort CDD

## Field Management Report



November 4th, 2021  
Clayton Smith – Field Services  
Manager  
GMS

# Completed

## Repairing Damaged Wayfinding Signage



- ✚ Sign was struck by a vehicle.
- ✚ Fortunately, the sign was able to be salvaged and repaired.
- ✚ Sign was placed back at its location.

## Palm Injections and Pruning

- ✚ Certain palms on property are susceptible to major diseases.
- ✚ These palms have had OTC injections completed
- ✚ Additionally, the palms on property were trimmed
- ✚ The Bismarck palms were also drenched.
- ✚ One may be showing signs of an issue.





# In Progress

## Replacing Offsite Wayfinding Signage

- ✚ Offsite wayfinding signage proposal was approved.
- ✚ The company has agreed to fabricate the signs and all the necessary pieces pending a timeframe on install.
- ✚ They will store the signs until installation.



## Chelonia Parkway Repair



- ✚ Some areas on Chelonia have recurring deterioration issues.
- ✚ One area will be impacted by upcoming construction.
- ✚ Areas will be milled and repaved Nov 1<sup>st</sup>.



# In Progress

## Sidewalk Maintenance

- ✚ Sidewalk repairs have been approved.
- ✚ Concrete contractor is scheduling the work.
- ✚ Grinding work is in progress.
- ✚ Approx 400sqft of replacement and the rest is for grinding



## Entry Monument Project

- ✚ Entry monument project is In progress
- ✚ Currently on hold
- ✚ Ensuring the area stays clean and maintained in the interim.



# Upcoming Projects

## Plant Enhancements



- ✦ Some bedspaces near the front that has some old declining juniper.
- ✦ A Proposal is included in the agenda.
- ✦ Copperleaf has done very well on property and provides some color as well.



# Upcoming Projects

## Crosby Island Prescribed Burning

- ✈ Through discussion with BDA they have stated there is a requirement for a prescribed burning by the end of the year.
- ✈ BDA has provided some scope specifications for Allen Smith
- ✈ The approved contractor is going to begin the clearing and wait for the opportune time for burning.
- ✈ Contractor will inform surrounding properties.
- ✈ Work is currently being scheduled.



# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at [csmith@gmscfl.com](mailto:csmith@gmscfl.com). Thank you.

Respectfully,  
Clayton Smith

# SECTION 1





Proposal #159169

Date: 10/28/2021

From: Joel Winternitz

Proposal For

Bonnet Creek Resort CDD

c/o Governmental Management Services, main:  
LLC mobile:  
6200 Lee Vista Blvd  
Suite 300  
Orlando, FL 32822

Location

Chelonia Pkwy  
Orlando, FL 32821

Property Name: Bonnet Creek Resort CDD

Copper Leaf Entrance

Terms: Net 30

Remove old juniper and install new copperleaf on either side of the road near the turnaround.

DESCRIPTION	QUANTITY	AMOUNT
Demo and Install	16.00	\$1,040.00
Copperleaf 3 Gal.	160.00	\$2,400.00
Irrigation Labor	4.00	\$281.02

Client Notes

Signature

x

SUBTOTAL	\$3,721.02
SALES TAX	\$0.00
TOTAL	\$3,721.02

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

**Contact**

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Assigned To**

Joel Winternitz

Office:

jwinternitz@yellowstonelandscape.com